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## The Solicitors' Journal and Weekly Reporter.

LONDON, SEPTEMBER 7, 1907.

\* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.  
All letters intended for publication must be authenticated by the name of the writer.

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### Current Topics.

#### The Vacation Judge.

MR. JUSTICE PICKFORD had a comparatively light list of about eighteen cases on Wednesday. With the present week his term of sitting will end, and he will be succeeded by Mr. Justice PARKER.

#### Lord Halsbury.

WE REFERRED last week to the birthday of a legal veteran; this week brings a similar anniversary of another. Lord HALSBURY, we understand, attained his eighty-second year on Tuesday last. Who that saw him two years ago presiding in the Court of Appeal at the re-opening of the courts—ruddy, smiling, and apparently with no care or trouble in the world, except the irritating friction of his full-bottomed wig on his neck—could have imagined that he was then an octogenarian? The loss of office does not seem to have affected his spirits or health; he is a man of wide interests, and in default of the engrossing duties which he had so long discharged he would no doubt turn to his books. A Queen's Counsel who retired from practice many years ago announced that he was going to begin his education. Lord HALSBURY cannot say that, for few men have a more extensive acquaintance with literature than himself, but he will doubtless revel in the leisure which enables him to return to his studies. Besides, do we not all know that he is to bring out a mighty work on the laws of England? We have not heard much of late of the progress of this work, and the learned editor's best friends have never claimed for him a capacity for sustained and laborious industry. His forte has always been marvellously rapid apprehension of the bearing of matters laid before him, and this has served him well both at the bar and on the bench, and also, if rumour is correct, in the counsels of the Cabinet.

#### New Land Transfer Rules.

WE PRINT elsewhere some rules (the draft of which we published two months ago) altering the Land Transfer Rules, 1903. The most important of the alterations are those providing for the keeping in the registry of a series of maps, which are together to be called "the Land Registry General Map." Each of these maps is to be either an extract from the ordnance map, revised and corrected as may be necessary, or a map based on and uniform with the ordnance map, and so constructed that any parcel shown on it can be accurately located on the ordnance map. The parcels will be numbered for reference, and the General Map may, if the registrar thinks fit, be combined, wholly or partly, with the existing index maps, which show the position and extent of every registered property by means of colour, together with the number of the title (rule 12 of 1903). A Parcels Book is to be kept identifying the parcels on the

General Map by their reference numbers with the numbers of the titles, and showing any cautions existing against first registration. It is further provided that the land comprised in a title shall be described either by means of the relative parcel number on the General Map, or by means of a separate plan filed in the registry, as the registrar shall in each case direct; but any proprietor will be entitled to have his land described by a separate filed plan on such reasonable terms as to cost as the registrar may require. The schedule to the rules contains a list of numerous amendments to the rules of 1903 which will be necessitated by the introduction of the General Map.

#### The Bankruptcy Report.

THE Bankruptcy Report for 1906, which has been recently issued, shows a falling off in that year of the total amount of insolvency as compared with 1904 and 1905, though the effect of recent financial depression had by no means passed away. In 1904 the number of bankruptcies was 4,546, and of deeds of arrangement 4,085; in 1905 the figures were 4,764 and 3,839; giving total insolvencies for the two years of 8,631 and 8,603 respectively. The bankruptcies in 1906 were 4,436, and deeds of arrangement 3,641, giving a total of 8,077. The decrease was therefore 526 as compared with 1905. But though the drop was considerable, it left the aggregate very much higher than in the earlier part of the period of ten years for which the figures are given. In 1899, which was the best year of the ten, the number was only 7,085. The estimated loss to creditors in 1906 under bankruptcies was £5,183,325, and under deeds of arrangement £2,792,886, the total giving an increase of over a quarter of a million as compared with 1905.

#### Causes of Bankruptcy in 1906.

OUT of the whole number of bankruptcies in 1906 there were twenty-six in which the unsecured liabilities exceeded £20,000. Of these eight were cases of ordinary trading and thirteen were cases of financial and speculative enterprise. Extravagance and gambling accounted for the remainder. In the two preceding years the total of liabilities in speculative cases was very much in excess of those in cases of ordinary trading. This was especially so in 1904, when speculation gave total liabilities of close on two millions and ordinary trading gave a little over half a million. In 1906 these two classes of liabilities were each about three-quarters of a million; but this approximation of liabilities was due to a specially large failure in the ordinary trading class in which the estimated unsecured liabilities exceeded half a million. This was the bankruptcy of a firm of Indian bankers with a London branch, which was matter of notoriety at the time. One case in which the unsecured liabilities were £128,000, and the assets only £7,000, seems to have been due to well-intentioned efforts in the public interest. It was the result of an attempt on the part of a gentleman of good means to construct a light railway in the county division which he had for many years represented in Parliament. Under deeds of arrangement the total number of cases with liabilities exceeding £20,000 was fourteen. Out of the 4,436 cases of bankruptcy there were 701 in which non-official trustees were appointed. Five hundred and fifty-one applications by official receivers for authority to employ solicitors were sanctioned by the Bankruptcy Department, but the total law costs charged to estates by official receivers in the 4,118 cases closed in 1906 in respect of proceedings subsequent to the receiving order was only £3,762, or an average of 18s. 3d. per case. The smallness of the business attending most bankruptcies is shown by the statistics of the assets realized in these 4,118 cases. In 12 per cent. no assets were realized, in 35 per cent. the assets realized were under £25, and in 16 per cent. they were between £25 and £50. The average realization was £75, and the percentage of total costs to gross assets realized was 35.61. The work of realization was done at a total cost of £163,730, which was £35,396 in excess of stamps and fees received.

#### Devastavit by Executor.

AN INTERESTING application of the rule that the six years' limitation applies in favour of an executor who is sued in respect of a devastavit occurred in the decision of the Court of Appeal

in *Lacons v. Wormall* (1907, 2 K. B. 350). A testator, whose will was proved in 1897, had in 1891 guaranteed to the plaintiffs the payment of premiums on policies on the life of one of his sons. The executor had notice of the guarantee, but in 1898 he paid over the balance of the estate to the residuary legatee without making provision for it. The premiums were duly paid till 1903. There was then default, and the liability under the guarantee consequently accrued, but the action to enforce it was not commenced till June, 1905. The executor had at that time no assets of the testator in his hands to meet the liability, and he had in fact committed a devastavit by handing over the estate to the residuary legatee. In the county court where the action was brought judgment was given against him personally. This result, however, was reversed by the Court of Appeal upon the ground that the devastavit, having occurred in 1898, was more than six years old, and the action upon it was therefore barred by the Limitation Act, 1623. This appears to be in accordance with the authorities, though the matter is by no means free from difficulty. The question whether an executor can rely upon the statute seems to depend entirely on the nature of the proceedings in which it is sought to enforce liability against him. If, for instance, he is required to account as executor for the assets of the testator, such assets as he has not properly disposed of are deemed to be still in his hands, and he is not allowed to set up his own devastavit and then claim the benefit of the statute in respect of it: *Re Marsden* (26 Ch. D. 783), *Re Hyatt* (38 Ch. D. 609). If, on the other hand, the action is founded directly upon the devastavit, the executor can set up the statute. The devastavit is a tort to the creditor in respect of his personal estate, and the statutory limitation upon actions of tort applies: *Thorne v. Kerr* (2 K. & J. 54), *Re Gale* (22 Ch. D. 820). In *Lacons v. Wormall* (*supra*) the action was treated as being of this nature and consequently the plaintiff's claim to enforce the guarantee against the executor personally was barred.

#### Law Reporters and Shorthand.

LORD CAMPBELL, whose four volumes of law reports are well known, was also a parliamentary reporter on the *Morning Chronicle* at the opening of the nineteenth century, and in an article in a recent number of *Macmillan's Magazine* there is an extract from his autobiography containing some observations on the subject of reporting. "I knew nothing," says Lord CAMPBELL, "and did not desire to know anything, of shorthand. Shorthand writers are wholly incompetent to report a good speech, because they attend to words without entering into the thoughts of the speaker. To have a good report of a speech the reporter must thoroughly understand the subject discussed, and be qualified to follow the reasoning, to feel the pathos, to relish the wit, and to be warmed by the eloquence of the speaker. He must apprehend the whole scope of the speech, as well as attend to the happy phraseology in which the ideas of the speaker are expressed. He should take down notes in abbreviated longhand, as he can, for aids to his memory. He must then retire to his room, and, looking at these, recollect the speech as it was delivered, and give it with all the same fidelity, point, and spirit as the speaker would write it out if preparing it for the Press. Fidelity is the first and indispensable requisite, but this does not demand an exposure of inaccuracies and repetitions." There can be little doubt that Lord CAMPBELL held similar views with regard to law reporting. His reports of the judgments of Lord ELLENBOROUGH give us merely the compressed essence of what the learned judge must have said, and the same conciseness is to be found in the work of later reporters. It cannot be supposed that the reports in Barnewall and Alderson, Barnewall and Craswell, and Meeson and Welsby make any attempt at a literal reproduction of the exact words used by the eminent judges who then sat on the bench. But the law reporters of the present day appear to have come to the conclusion that there is a demand for the *ipsissima verba* of the judges, and, unless we are much mistaken, their reports of some of the judges—particularly those of the Chancery Division—cannot have been prepared from notes in longhand, but are more or less the work of the shorthand writer. There will probably always be a controversy as to the relative merits of shorthand and longhand reports. But the profession can hardly hope to be supplied



with law reporters fully competent to understand the subject of a difficult law case and to follow the reasoning of counsel, and yet able and willing to take down in shorthand and transcribe the oral judgments of the court.

#### Professional Sureties in New York.

THE NEWSPAPERS have recently informed us that the State of New York, owing to abuses in the system of taking bail for the appearance of persons who have been arrested late in the day, is about to introduce night sittings of the police courts. England has not always been free from abuses of this sort. Arrest on meane process has now been abolished, but in the reign of GEORGE IV. MR. PICKWICK was told by his solicitor that three or four men of shabby genteel appearance who were hanging about Serjeants'-inn would bail him to any amount, and only charge half-a-crown. MR. PICKWICK was highly indignant, and inquired whether these men "earned a livelihood by waiting about here to perjure themselves before the judges of the land at the rate of half-a-crown a crime." Bail has little to do with civil proceedings at the present day, and in criminal proceedings we have heard of no scandals relating to the admission of prisoners to bail. But it is alleged that in New York persons are arrested for the most trivial offences in pursuance of a corrupt arrangement between professional sureties and the police, whereby the surety pays the policeman a percentage of that which he receives as the price of becoming surety. It is stated that every police station has its recognized bondsman or surety; that the policeman who makes the arrest informs the prisoner that he can have bail if he pays for it in cash, and the prisoner is thereby induced to procure the money with the least possible delay. He is then visited in his cell by the surety, who, upon receipt of the amount demanded by him, agrees to go bail. A Royal Commission of inquiry has its defects, but it is to be regretted that the State of New York has no effective substitute for it. With regard to the institution of night police-courts, "lightning justice" has its advantages and its disadvantages. It is calculated to place a serious burden on the witnesses; to remove police constables from their duties; and to put difficulties in the way of calling evidence as to character. But New Yorkers will probably resign themselves to these inconveniences if they bring about the extinction of a class so pestilential as professional sureties.

#### "On Either Side" of the Bridge.

THE WELL-KNOWN ambiguity of the word "either" receives a remarkable illustration from the judgment of PHILLIMORE, J., in the recent case of *Rhondda Urban Council v. Taff Vale Railway* (1907, 1 K. B. 739). This was an action to compel the defendant company to widen a bridge under the 51st section of the Railways Clauses Consolidation Act, 1845. The circumstances of the case are somewhat obscure, and, though of importance to the parties, they are of so unusual a character as to possess little general interest; nor does the distinction between the "bridge" and the "approaches" on which the actual decision turned seem likely to be of very wide application. But there is one point incidentally touched upon which is of great importance in the construction of the section. The 50th section first lays down a general rule, that in the case of a bridge carrying a public carriage road over a railway, the road shall have a clear space between the fences thereof of twenty-five feet. This is the normal width. This is followed by a proviso that the width need not exceed the average available width of the existing roads within fifty yards of the railway where that average is less than the normal width. Then comes the second proviso, imposing a duty to widen a bridge in such cases when the circumstances have changed, the words of which are: "Provided also that if at any time after the construction of the railway the average available width of any such road shall be increased beyond the width of such bridge on either side thereof, the company shall be bound, at their own expense, to increase the width of the said bridge to such extent as they may be required by the trustees or surveyors of such road, not exceeding the width of such road as so widened, or the maximum width herein or in the special Act prescribed for a bridge in the like case over or under the railway." In the case of the bridge in question the road on

one side had been widened since the bridge was made. On the other side also the road had been widened, but only to a point which was fully fifty yards from the "bridge proper." After making some comments on the language of the section, the learned judge observed: "No construction, however, has been suggested which would affect the decision in this case, if it be held that a duty to widen to twenty-five feet arises when the road approaching the bridge at one end is widened, though the road at the other end remains narrow. That the duty so arises was hardly disputed, and I so decide." We confess we have always understood the words of the section in a contrary sense, as equivalent to "on each side," or "on both sides." That they are capable of this sense is plain. MR. SRAUD quotes the following illustration by LINDLEY, M.R.: "'Either' may mean both, as when you say 'on either side of the road there is a public-house'—that means on each side" (*Re Pickworth*, 1899, 1 Ch. 642). In this very judgment, by a figure of irony which is sufficiently quaint (if it was not intentional), PHILLIMORE, J., himself says: "On the second point *either side* has pressed me with the supposed inconvenience and absurdity which will result," &c. This clearly means both sides. The sense and reason of the enactment in section 51 appear to point to the same meaning, for the object is to do away with the constricted portion of the passage which the company were formerly allowed to have; and there would be little use in widening the bridge if the road on one side still remained narrow. This is not a question merely of inconvenience or absurdity with reference to the alleged distinction between "bridge" and "approaches," but a fundamental question of the construction of the words upon which the compulsory jurisdiction of the court arises; and if the question is again raised in a plain and simple form, the dictum of PHILLIMORE, J., can hardly be accepted as a decision that the section compels the widening of a bridge in the case supposed.

#### Exit *Re Harkness and Allsopp*.\*

THE Married Women's Property Act, 1907, which we owe to the exertions of the Law Society, will remove a defect in the law due to the technical construction placed upon the Act of 1882 by MR. JUSTICE NORTH in the above-mentioned case, which has given rise to constant trouble in the investigation of titles. Every lawyer will be thankful for this relief, and will congratulate the Council of the Law Society on their success in getting through the Bill in the recent crowded session of Parliament. We trust we shall not be considered ungrateful if, while explaining its provisions, we venture to suggest a point on which information seems to be desirable as to the object intended to be attained.

Section 1 (1) declares that "a married woman is able, without her husband, to dispose of, or to join in disposing of, real or personal property held by her solely or jointly with any other person as trustee or personal representative in like manner as if she were a *femme [sic] sole*." An anxious desire to circumvent a technical judge or else a wish to follow the wording of section 18 of the Act of 1882 accounts for some tautology in the section. If a married woman trustee is empowered to dispose of trust property "in like manner as if she were a *feme sole*" she is necessarily enabled to do so without the concurrence of her husband; hence the words "without her husband" are superfluous, and it may be thought that it would have been sufficient to provide simply that "as regards real or personal property held by a married woman, solely or jointly, as trustee or personal representative, she shall be competent to act in all respects as if she were a *feme sole* trustee or personal representative."

There can be no objection, however, as regards generality of scope, to the words "dispose of" used in the new Act, which also occur in sections 2 and 5 of the Act of 1882. They are "not technical words, but ordinary English words of wide meaning; and where not limited by the context those words are sufficient to extend to all acts by which a new interest (legal or equitable) in the property is effectually created" (per STIRLING, J., in *Carter v. Carter*, 1896, 1 Ch., at p. 67). Hence they would seem to apply to a declaration of trust executed by a

married woman trustee, by the direction of beneficiaries, in favour of new beneficiaries, and to an assent to a devise under section 3 of the Land Transfer Act, 1897, since the effect of such assent is to vest the legal estate in the devisee.

The commencement of the Act is (section 4 (2)) postponed until the 1st of January next; but by section 1 (2) the section is on that date to "operate to render valid and confirm all such dispositions [i.e., by a married woman trustee without her husband] made after the 31st day of December, 1882, whether before or after the commencement of this Act." We do not understand the reason for leaving married women trustees incapable of making an immediately effectual disposition without their husbands for four months. If a married woman trustee conveys without her husband before the expiration of that period, her conveyance will, during such period, be wholly ineffectual: what will happen if she subsequently within the period conveys, with the concurrence of her husband, the same property to another person? As we shall see presently, the conveyance with the concurrence of the husband will "prevail over any title which would otherwise be rendered valid by this section." So far as we can see, the effect of the Act, during the above-mentioned period, is practically to render obligatory the expense and trouble of acknowledging a deed which, without acknowledgment, will become valid on the 1st of January next. If we are wrong as to this, we shall be glad to be set right.

The concluding clause of sub-section 2 provides that "where any title or right has been acquired through, or with the concurrence of, the husband before the commencement of this Act, that title or right shall prevail over any title or right which would otherwise be rendered valid by this section." This provision is necessary in view of the validation (after the 1st of January next), as from the 31st of December, 1882, of dispositions by married women trustees alone; and it would have been free from objection if the Act had been made to commence at once, or if the proviso had been limited to titles or rights acquired before the passing of the Act. But as the proviso now stands, its practical effect appears to be to enable every married woman trustee or executrix who has conveyed freehold land or assigned leasehold land without the concurrence of her husband to practically revoke such conveyance or assignment before the 1st of January next by a new disposition made with the concurrence of her husband. As every conveyancer knows how frequently the concurrence of the husband has been omitted in the past, this effect of the proviso is somewhat disquieting. Let us hope that the new year will be reached without any untoward results.

We propose hereafter to consider the other provisions of the Act.

## The Public Authorities Protection Act, 1893.

### II.—PRESENT STATUTORY PROTECTION (continued).

#### (3) The Matters in respect of which Protection is Given (continued).

(c) *Municipal undertakings*.—Local authorities who are exercising their ordinary statutory authority are entitled to the protection of the Act; as when a local authority, in pursuance of the Local Government Act, 1894, s. 26 (1), causes the removal of a fence in assertion of an alleged public right of way: *Greenwell v. Howell* (1900, 1 Q. B. 535), *Offin v. Rochford Rural District Council* (1906, 1 Ch. 342); or when, as the burial authority, it uses land for burial purposes: *Toms v. Clacton Urban District Council* (1898, 46 W. R. 629). Cases of this kind are clear enough, but a very important question arose in regard to the various undertakings of a commercial nature which are now carried on by local bodies under statutory authority. Previously to the Act of 1893 these were not protected. Thus, in *Ongley v. Chatham Local Board* (1887, 4 T. L. R. 6) it was held that works done by the defendants on a pier which was vested in them, under an order made under the Piers and Harbour Act, 1861, were not done in pursuance of the Public Health Act,

1875, and consequently were not within the protection of section 264 of that Act. But the general words of the Act of 1893 have been held to bring in all forms of municipal enterprise carried on under statutory sanction. This was first decided by the Court of Appeal in *The Ydun* (1899, P. 236), with respect to the powers of the Corporation of Preston as the port and harbour authority for that town under the Ribble Navigation and Preston Dock Act, 1883. The action was for damage to the plaintiffs' ship through the alleged negligence of the corporation's servants in inviting the ship to come where there was insufficient water. It was held that the corporation were acting in pursuance of their public duties, for without the Act of Parliament they would have had no authority in the matter at all. Powers and corresponding duties, observed VAUGHAN WILLIAMS, L.J., were imposed by the Act.

And the same principle has been applied to municipal electric lighting and tramway undertakings. In *Chamberlain & Hookham (Limited) v. Bradford Corporation* (1900, 83 L. T. 518) the defendants, under the authority of a provisional order confirmed by statute, let out for hire electric meters which were alleged to be an infringement of the plaintiffs' patent. It was held that this was done in execution of a public authority, and that the defendants were entitled to the benefit of the Act of 1893. Similarly, the statute was held to apply in *Jeremiah Ambler & Sons (Limited) v. Bradford Corporation* (1902, 2 Ch. 585), where the action was brought in regard to the erection of sluices to divert water to supply motive power for electrical machinery. The Act, it was said, extended to a municipal authority supported primarily by the levy of rates, which was bound to apply all the earnings of any undertaking authorized by statute in relief of the ratepayers. And it is the same with municipal tramways; the defendants are entitled to statutory protection in an action brought by a passenger for injury caused by the negligence of their servants: *Parker v. London County Council* (1904, 2 K. B. 501), *Lyles v. Southend Corporation* (1905, 2 K. B. 1). In the latter case an attempt was made to exclude the corporation from the Act on the ground that it was carrying on the business of a common carrier. But the Court of Appeal distinguished *Palmer v. Grand Junction Railway Co.* (1839, 4 M. & W. 749), and *Carque v. London and Brighton Railway Co.* (1844, 5 Q. B. 747), where railway companies were thus excluded, by pointing out that the railway companies, under their private Acts, had only the right of becoming carriers; the municipal corporation, on the other hand, having once got their order, were under a duty to carry on the tramways.

#### (4) The nature of the protection given.

Under the previous statutes the defendant was entitled, among other advantages, to notice of action, the object being to enable him to avoid litigation by tendering amends for any wrong he may have done in the attempt to perform his statutory duty. Under the present Act the same result is attained by rendering the plaintiff liable to pay solicitor and client costs if he has not given the defendant a sufficient opportunity of tendering amends. Hence the necessity for notice of action has gone, and such notice is not now required. Similarly the statutory right to local venue has been withdrawn in pursuance of the policy of the Judicature Acts: see *Buckley v. Hull Docks Co.* (1893, 2 Q. B. 93); and also the right to plead the general issue. The matters, therefore, to which it is necessary to refer are the period of limitation and the right to solicitor and client costs.

(a) *The six months' limitation*.—An action or other proceeding which falls within the statute must be commenced "within six months next after the act, neglect, or default complained of, or, in case of a continuance of injury or damage, within six months after the ceasing thereof." Under the previous statutes various forms of limitation were used: "after the fact committed" (Highway Act, 1835, and Larceny Act, 1861, and other statutes); "after the act complained of shall have been committed" (Justices Protection Act, 1848); "after the accruing of the cause of action" (Metropolitan Building Act, 1855; Public Health Act,



1875). In local statutes authorizing the taking of land and construction of works, it was usual to provide for the case of continuing damage, and then the six months was reckoned after the damage had ceased: see *Fraser v. Swansea Canal Co.* (1834, 1 A. & E. 354) on a canal Act of 1794; *Carpue v. London and Brighton Railway Co.* (1844, 5 Q. B. 747), on a railway Act of 1837. The full form of words, providing for continuance of injury, was introduced into the Army Act, 1881, and subsequently into the Act of 1893.

*Time runs from the "act complained of."*—The ascertainment of the "act complained of"—the expression in the Act of 1893 which answers to the "fact committed" of the older statutes—is usually easy. Thus, in an action for trespass by pulling down fences in assertion of an alleged public right of way, it is the pulling down of the fences, and from this date time runs: *Offin v. Rockford Rural District Council* (1906, 1 Ch. 342). In cases of wrongful distress and sale, time has been held to run as against an owner not in possession—as where the distress is on barges in the possession of a lessee (*Fraser v. Swansea Canal Co.*, 1834, 1 A. & E. 354)—from the sale and not from the distress; and the same rule has been applied as regards an owner in possession, since the seizure is only conditional until sale: *Collins v. Rose* (1839, 5 M. & W. 194). But, as regards a person in possession of the goods, there would seem in such a case to be a sufficient cause of action at the time of the distress, and this must be so where the distress is paid out, so that no sale follows. In *Polley v. Fordham* (1904, 2 K. B. 345), where the claim was against a magistrate for distress for a fine illegally imposed, it was held that the distress, and not the conviction, was the cause of action, so that the six months ran from the distress.

*Cases of subsidence.*—The chief questions upon the reckoning of time arise in cases (1) where the damage occurs at a date subsequent to the act which causes it, and (2) where the damage is continuous. As regards cases of the former kind, the cause of action accrues when the damage happens and not at the time of the act which causes it (*Backhouse v. Bonomi*, 1858, 9 H. L. C. 503), and under the former statutes it was held that the phrase "the fact committed" was to be referred to the happening of the damage—that is, it was equivalent to "accrual of the cause of action." Thus, where the fall of a wall was due to an excavation previously made on adjoining land under statutory powers, time ran from the damage and not from the excavation: *Roberts v. Read* (1812, 16 East 215), on the Highway Act, 13 Geo. 3, c. 78, s. 81; *Gillon v. Boddington* (1824, Ry. & M. 161), on the London Dock Act, 39 & 40 Geo. 2, c. 47, s. 151; see *Whitehouse v. Fellowes* (1861, 10 C. B. N. S. 765). But where a surveyor of highways, acting under the former of these statutes, wrongfully encroached upon private property by building a wall, time ran from the commencement of the building, since the separation of the land was then complete: *Wordsworth v. Harley* (1830, 1 B. & Ad. 391). The "act complained of" in the statute of 1893 must receive the same construction as the "fact committed" in the former statutes.

*Continuance of damage.*—In the above cases the damage, whether it follows the act which causes it immediately or after an interval, is at once complete, and when this is so there is no continuing cause of action. The effect of the damage may continue, but this does not extend the time of limitation. Thus, where excavation causes the walls of a house to crack, the continuance of the cracks does not constitute a continuance of damage within the meaning of the statute: *Lloyd v. Wigney* (1830, 6 Bing. 489). Similarly in the case of bodily injury, the injury is complete when the accident happens, and is not a continuing injury because the suffering continues: *Carey v. Mayor of Bermondsey* (1903, 67 J. P. 111). "The words 'continuance of injury or damage,'" said BUCKLEY, J., in *Harrington v. Corporation of Derby* (1905, 1 Ch. 205), "do not mean or refer to a damage inflicted once and for all which continues unrepaired, but to a new damage recurring day by day in respect of an act done, it may be once and for all at some prior time, or repeated, it may be, from day to day." Cases of continuance of damage following upon a single act occur when

from a completed excavation there follows a continuing subsidence (*Crumbie v. Wallend Local Board*, 1891, 1 Q. B. 503); or where cracks in the wall of a house get continuously worse: *Fairbrother v. Bury Rural Sanitary Authority* (1889, 37 W. R. 544). Cases of repeated acts accompanied by continuously recurring damage occur where a wrongful obstruction of a road (*Wilkes v. Hungerford Market Co.*, 1835, 7 Bing. N. C. 281), or a pollution of a river (*Harrington v. Corporation of Derby*, *supra*), is continued from day to day; see *Kennet and Avon Canal Co. v. Great Western Railway Co.* (1845, 7 Q. B. 824). And wrongful imprisonment was treated upon this footing, each day being regarded as forming a new imprisonment: *Bailey v. Warden* (1815, 4 M. & S. 400), *Hardy v. Ryle* (1829, 9 B. & C. 603). But there is no continuance of damage where the injury takes place at successive intervals, although the cause of the injury is continuing: *Blakemore v. Glamorgan-shire Canal Co.* (1829, 3 Y. & J. 60). In such cases damages were formerly recoverable for six months (or other the time limited) before the action, unless the statute made the period of limitation run, in case of continuance of damage, from its cessation. Now the six months runs from the cessation of the damage, and, if the action is brought within that time, the ordinary period of limitation applies, and damages are recoverable for six years before the action: *Harrington v. Corporation of Derby* (*supra*).

*Effect on other special limitations.*—The six months' limitation under the Act of 1893 applies also in favour of public authorities in cases where the action is otherwise subject to special limitations. Thus, in a case under the Fatal Accidents Act, 1846, which requires the action to be commenced within twelve months after the death of the deceased, this period is reduced to six months: *Markey v. Tolworth Joint Hospital Board* (1900, 2 Q. B. 454); there is no continuance of damage after his death of which his widow can take advantage; and since she can only maintain an action which the deceased could have maintained, she is barred if more than six months have elapsed between the accident and the death: *Williams v. Mersey Docks, &c., Board* (1905, 1 K. B. 804). And the statute is not impliedly repealed as regards public authorities by the Locomotives Act, 1898, which provides a limitation of twelve months in an action by a highway authority to recover extraordinary expenses: *Kent County Council v. Folkestone Corporation* (1905, 1 K. B. 620).

(To be concluded.)

## Reviews.

### The Public Trustee Act, 1906.

THE PUBLIC TRUSTEE ACT, 1906. WITH NOTES AND OBSERVATIONS THEREON. By ARTHUR REGINALD RUDALL and JAMES WILLIAM GREIG, LL.B., B.A. (Lond.), Barristers-at-Law. BEING A SUPPLEMENT TO THE LAW OF TRUSTS AND TRUSTEES, by the same Authors. Jordan & Sons (Limited).

The authors have issued this annotated edition of the recent Act as a supplement to their work on the Law of Trusts and Trustees, and although it might have been well to have waited for the rules, which have recently been issued, the book forms a handy manual of the Act.

The introduction contains a clear and concise summary of the leading provisions. The authors are not quite correct in stating that the creation of the office of "Custodian Trustee" introduces a new element into the law of trusts. The Official Trustee of Charity Lands and the Official Trustees of Charitable Funds are instances of similar custodian trustees, and we believe that the clauses on this subject, which by the excellent management of the Law Society were inserted in the Bill, were suggested by, and based on, these examples.

Then follow the sections of the Act, mostly annotated. As to section 3 (administration of small estates) the authors remark that "the provisions of this section will, no doubt, if business in the office of the Public Trustee be conducted with economy and despatch, prove very advantageous to poor persons beneficially interested in small estates. These are considerable postulates, but there is another to be added—namely, "and if the Public Trustee can be induced to undertake the administration of small and unprofitable trusts." The

language of section 3 (1) will enable him in very many cases to refuse to do so.

The authors properly call attention to the far-reaching scope of section 13, which compels the condition and accounts of any trust, on the application of any trustee or beneficiary, to be investigated by a solicitor or public accountant agreed upon by the applicant and the trustees, or, in default of agreement, by the Public Trustee or some person appointed by him, the cost to be borne by the estate unless the Public Trustee otherwise directs. The inquiry into the "condition" of a trust may, as the authors point out, involve an investigation into the past history of the trust with a view to ascertain its comparative position at the time of the investigation. Many of our readers will be aware of long-standing trusts, in which some of the beneficiaries have been paid their shares from time to time; investments have been frequently varied and new trustees have been frequently appointed, and they will be able to imagine the cost of investigation into the "condition" of trusts such as these. We recall an instance where, for the purpose of the preparation of a general release, it was necessary to ascertain the dealings with the trust estate. A mere outline or short statement of each of these dealings filled a folio volume.

The book will be useful as an introduction to the experimental system about to be inaugurated, but it will be still more helpful when the rules are incorporated and placed under the proper sections.

### Books of the Week.

**An Encyclopedia of Forms and Precedents Other than Court Forms.** By Eminent Conveyancing and Commercial Counsel, under the General Editorship of ARTHUR UNDERHILL, M.A., LL.D., one of the Conveyancing Counsel of the High Court; assisted by HAROLD B. BOMPAS, M.A., and HUMPHREY H. KING, B.A., LL.B., Barristers-at-Law. Vol. XIII.: Service Contracts to Settlements. Butterworth & Co.

**Encyclopædia of Local Government Law** (exclusive of the Metropolis). Editor: JOSHUA SCHOLEFIELD, Barrister-at-Law. Vol. IV.: Hundreds to Nuisances. Butterworth & Co.; Shaw & Sons.

**Encyclopædia of the Laws of England, with Forms and Precedents by the Most Eminent Legal Authorities.** Second Edition, Revised and Enlarged. Vol. VI.: Factors Act to Hypothec. Sweet & Maxwell (Limited); William Green & Sons, Edinburgh.

**The English Reports.** Vol. LXXVI.: King's Bench Division V., containing Coke, Parts 1, 2, 3, and 4. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

**The Law relating to Compensation for Injuries to Workmen, being an Exposition of the Workmen's Compensation Act, 1906, and of the Case Law Relevant Thereto, and including the Workmen's Compensation Rules and Forms, 1907.** With the whole of the Regulations and Forms made under the Provisions of the Act by the Home Office, Treasury, and Chief Registrar of Friendly Societies. By C. M. KNOWLES, LL.B., Barrister-at-Law. Second Edition. Stevens & Sons (Limited).

**A Digest of Leading Cases on the Regulations for Preventing Collisions at Sea, with an Appendix containing the Regulations of 1897, 1884, 1880, and 1863; Excerpt from Report of Trinity House Fog-Signal Committee in 1901, &c., and Notes.** By DAVID WRIGHT SMITH, M.A., B.L., Solicitor, Glasgow. Edinburgh: T. & A. Constable.

**The Workmen's Compensation Act, 1906. With Notes and Rules and Regulations under the Act.** By W. ADDINGTON WILLIS, LL.B. (Lond.), Barrister-at-Law. Being the Tenth Edition of Willis's Workmen's Compensation Acts. Butterworth & Co.; Shaw & Sons.

**County Court Practice Made Easy, or Debt Collection Simplified.** By A SOLICITOR. Third (Revised and Enlarged) Edition. Eppingham Wilson.

**The French Law of Bankruptcy and Winding-up of Limited Companies: The Conflict of Laws Arising Therefrom.** By PIERRE PELLERIN, Barrister-at-Law. Stevens & Sons (Limited).

**American Law Review.** July-August, 1907. Editors: CHARLES E. GRINNELL, Boston; HANNIS TAYLOR, Washington. Reeves & Turner.

**Assessment of Compensation in Respect of Land Acquired Compulsorily by Statutory Companies and Public Authorities under the Land Clauses Act, 1845.** By R. A. GORDON, M.A., LL.M., Barrister-at-Law. Butterworth & Co.

**The Citor.** May, 1907. Reports of Civil Cases decided by the House of Lords, Privy Council (on appeal from the Colonies), King's Bench, Chancery, and Court of Appeal in England, and by the Privy Council (on Appeal from India), the four Chartered Indian

High Courts, the Chief Courts of Punjab, Lower Burma, and Mysore, and the Judicial Commissioners of Oudh, Upper Burma, and the Central Provinces, and other Interesting Legal Matter. G. S. Ramanadhier, Citor Publishing Office, Madras.

## Correspondence.

### Commission on Life Insurance Policy.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Whatever may be the right of a solicitor to keep the commission on a life insurance policy effected by him on a client's life, there can be absolutely no objection to his retaining the commission offered to him by all offices on a policy effected by him on his own life. I do not, however, think that many solicitors know that the commission paid by, at any rate, some of the American offices differs considerably from that paid by English offices, as I have found out to my cost in my own case. The English offices in which I am insured—and I believe all the English offices—allow 10 per cent. on the first premium and 5 per cent. on all renewal premiums, or £1 on the sum assured plus 2½ per cent. on the renewal premiums.

The American offices—or at least the Mutual Life Insurance Co. of New York, in which I am insured—allow 25 per cent. on the first year's premium and nothing on the renewal premiums, or 10 per cent. on the first premium and 2½ per cent. on renewal premiums for ten years only.

Take a concrete instance: Suppose the annual premium to insure a life, aged 33, for £2,000 is £52 18s. 4d. in an English office, and £51 in the Mutual of New York (these are actual figures taken from published prospectuses), the actual premium paid to the English company, if the proposer is in a position to claim the commission on his own policy, is £50 5s. 5d. for life; and in the American office above referred to £49 14s. 6d. for ten years, and afterwards £51. The fancied superiority, from the premium point of view, of the American offices is therefore fallacious.

I do not think this is sufficiently known by intending insurers, and I write this to give others the benefit of my experience.

A SOLICITOR OF TWENTY YEARS' STANDING.

## New Orders, &c.

### The Land Transfer Acts.

THE LAND TRANSFER RULES, 1907, DATED AUGUST 1, 1907, MADE IN PURSUANCE OF SECTION 111 OF THE LAND TRANSFER ACT, 1875 (38 & 39 VICT. c. 87), AND OF SECTION 22 OF THE LAND TRANSFER ACT, 1897 (60 & 61 VICT. c. 65).

#### LAND REGISTRY.

#### Land Transfer Acts, 1875 and 1897.

I, the Right Honourable Robert Threshie Baron Loreburn, Lord High Chancellor of Great Britain, with the advice and assistance of the Right Honourable Sir Arthur Kekewich, a Judge of the Chancery Division of the High Court of Justice, chosen by the Judges of that Division, Charles Fortescue-Brickdale, Esq., Registrar of the Land Registry, Philip Spencer Gregory, Esq., Barrister-at-Law, chosen by the General Council of the Bar, James William Clark, Esq., one of His Majesty's Counsel, chosen by the Board of Agriculture and Fisheries, and Richard Pennington, Esq., Solicitor, chosen by the Council of the Law Society, by virtue and in pursuance of the Land Transfer Acts, 1875 and 1897, and of all other powers and authorities enabling in that behalf, do make the following General Rules for the purpose of carrying the said Acts into execution.

Dated this 1st day of August, 1907.

LOREBURN, C.

Note.—In these Rules the references to "Rules" are to the Land Transfer Rules, 1903, and Rule 1 of those Rules shall apply to the interpretation of terms used in these Rules.

#### I.

Rule 9 is annulled.

#### II.

In Rule 157, paragraph (1), after the words "purchaser of" the words "the whole or" are inserted.

#### III.

Rule 250 is annulled, and the following Rule is substituted for it:—

250. The notice of deposit or notice of intended deposit may be withdrawn from the register on a written request or consent signed by the person entitled to the lien created by the deposit or notice of intended deposit, or his successor in title; accompanied in either case by the land certificate, or certificate of charge.



IV.

After Rule 269 the following Rules are inserted:—

259A. In the case of leasehold land, or of freehold land granted in consideration of a rent, if the lease or grant contains a plan sufficient for the identification of the land, it shall not be necessary to issue any plan or map with the land certificate or with any certificate of charge.

259B. Before issuing a certificate of charge the Registrar may require to be lodged in the Registry a statement signed by the creditor or his solicitor declaring whether the creditor will or will not during the continuance of the charge allow the land certificate to remain in the custody of the registered proprietor of the land, and unless a statement to the effect that the creditor will allow the land certificate to remain in the custody of the registered proprietor of the land is so lodged, the certificate of charge shall consist merely of an office copy of the charge endorsed with a certificate of its registration.

V.

Rules 269 and 270 are annulled, and the following Rules are substituted for them:—

269. The Ordnance map shall be the basis of all registered descriptions of land.

569A. For the purpose of describing land, there shall be prepared and kept in the Registry a series of maps, which together shall be called the Land Registry General Map (hereinafter referred to as the "General Map").

Each of the series shall be either—

- (a) an extract from the Ordnance map revised and corrected to such extent as may be necessary; or
- (b) a map based on and uniform with the Ordnance map, and so constructed that every parcel shown on it can be accurately located on the Ordnance map.

Each of the series shall be marked in such a manner as to be easily identified as part of the General Map.

Every parcel on the General Map shall be numbered for reference in such manner as the Registrar shall deem convenient.

The General Map may, if the Registrar shall think fit, be combined, wholly or partly, with the index maps kept in pursuance of Rule 12.

269B. A book shall be kept in the Registry called the Parcels Book, containing the reference numbers of the parcels shown on the General Map, and showing, with regard to each of such parcels, the numbers of the titles, and of the cautions against first registration (if any) relating to it.

269C. The General Map and the Parcels Book shall be open to general public inspection at any time during office hours, anything to the contrary in Rule 14 notwithstanding.

269D. Where an office copy of or extract from the General Map is annexed to any certificate, it shall, for the purposes of section 80 of the Act of 1875, be deemed to be contained in the certificate itself.

270. The land comprised in a title shall be described in one or other of the following ways as the Registrar shall in each case determine:—

- (a) By means of the relative parcel number on the General Map; or
- (b) By means of a separate plan filed in the Registry, whereon the boundaries of the land shall be shown by an edging of red colour.

Provided always that any proprietor who desires it may have his land described by means of a separate filed plan, on such reasonable terms as to cost as the Registrar may require.

VI.

The further alterations and modifications of the Rules of 1903 set out in the Schedule hereto, and consequential on the institution of the General Map, are hereby made.

VII.

These Rules may be cited as the Land Transfer Rules, 1907, and shall come into operation on the 1st day of October, 1907.

The Schedule above referred to.

Rule.	Subject Matter.	Alteration or Modification.
2	The Register...	The words "In the case of corporeal hereditaments a plan of the land shall be filed in the registry" are annulled.
3	Property Register ...	After the words "reference to" the words "the General Map or to" are inserted.
4	Addition or removal of land to or from a title.	After the words "register and" the words "shown on the General Map or" are inserted.

Rule.	Subject Matter.	Alteration or Modification.
12	Index Maps ...	Where the position and extent of a registered property are shown in the General Map and Parcels Book, it shall not be necessary to show them on the Index Maps in the manner prescribed by this rule.
18	Applications for first registration, cautions, and withdrawal of same.	Land may be identified on the General Map instead of on the Ordnance Map.
73		
88		
92		
227	Application for first registration.	If the applicant leaves in the Registry a reference to the General Map showing with sufficient accuracy the land affected by his application, it shall not be necessary for him to leave, deposit, or furnish any plan.
72		
73		
74		
75		
101	Instruments dealing with part of the land in a title.	Where the part dealt with is clearly defined on the General Map, the instrument may define it by reference to that map instead of by means of an accompanying plan.
127		
162		
272	Boundaries and descriptions of land.	After the words "filed plan," the words "or General Map" are inserted.
273	Boundaries and description of land.	After the word "plan," wherever it occurs, the words "or General Map" are inserted.
279		
274	Boundaries and descriptions of land.	For the words "map" and "plan," wherever they occur, the words "filed plan or General Map" are substituted.
275		
282		
276	Approval of plans ...	After the word "plan" the words "or reference to the General Map" are inserted.
277	Revision of Ordnance Map	After the word "plan" the words "or reference to the General Map," and after the words "Ordnance Map" the words "or General Map" are inserted.
278	Boundaries and descriptions of land.	After the words "filed plan of the land" the words "or reference to the General Map" are inserted.
281	Renewal, revision or correction of plans.	At the end of the rule the following words are added:—"revision or correction of any part of the General Map may also be made at any time on the application of the registered proprietor of the land to which such part relates."
Forms.	Various forms in which accompanying plans, filed plans, or other special plans are referred to.	The following Note is added at the foot of each form: "Where sufficient particulars (by parcel number or otherwise), to enable the land to be fully identified on the General Map, Ordnance Map, or Filed Plan, can be furnished without a special plan, such particulars may be introduced into the form instead of the reference to a plan."
1		
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(Note)	Land Certificate ...	After the word "accordingly" the following words are added: "Where the land is described by reference to the General Map the form shall also be altered as may be required."

High Court of Justice.

LONG VACATION, 1907.

NOTICE.

During the remainder of the Vacation all applications "which may require to be immediately or promptly heard," are to be made to Mr. Justice PARKER.

COURT BUSINESS.—Mr Justice PARKER will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 11 a.m. on Wednesday in every week for the purpose of hearing such applications of

the above nature, as according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the Judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to Judge's papers), are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

**URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.**—Application may be made in any case of urgency, to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

**CHANCERY CHAMBER BUSINESS.**—The Chambers of Justices WARRINGTON and PARKER will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in every week, from 10 to 2 o'clock.

**KING'S BENCH CHAMBER BUSINESS.**—Mr. Justice PARKER will, until further notice, sit for the disposal of King's Bench Business in Judges' Chambers on Tuesday and Thursday in every week.

**PROBATE AND DIVORCE.**—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted). Motions will be heard by the Registrar on Wednesdays, the 18th of September and the 2nd of October, at 12.30. In matters that cannot be dealt with by a Registrar, application may be made to the Vacation Judge by motion or summons.

Decrees nisi will be made absolute by the Vacation Judge on Wednesdays, the 11th and 25th of September, and the 2nd of October.

A summons (whether before Judge or Registrar) must be entered at the Registry, and case and papers for motion (whether before Judge or Registrar) and papers for making decrees absolute must be filed at the Registry before 2 o'clock on the preceding Friday.

**JUDGE'S PAPERS FOR USE IN COURT.**—CHANCERY DIVISION.—The following papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the Judge is intended to be made:—

1. Counsel's certificate of urgency or note of special leave granted by the Judge.

2. Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.

3. Two copies of notice of motion.

4. Office copy affidavits in support, and also affidavits in answer (if any).

*N.B.*—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

## CASES OF THE WEEK.

### Before the Vacation Judge.

CLIFFORD v. PHILLIPS. 4th Sept.

PARTNERSHIP DEED—RESTRICTIVE COVENANT—INTERPRETATION.

*In an action by certain members of a partnership firm, which had been dissolved, to restrain another member of the late firm from (inter alia) attending the patients of the firm at his private house,*

*Held, that, upon the true construction of the restrictive clause in the partnership deed, the court would not grant an interim injunction, the defendant undertaking to keep an account.*

Motion to restrain the defendant Henry Allen Phillips from committing divers breaches of a restrictive covenant contained in a partnership deed made between him and the plaintiffs, Isidore Clifford and Ruby Edmund Clifford. It appeared that by an indenture dated the 19th of June, 1905, made between Isidore Clifford, Ruby Edmund Clifford, and the defendant, the parties thereto became partners in the profession of dentists under the style of "Isidore Clifford," for the life of the defendant. In 1906 the names of the plaintiffs were removed from the Dentists' Register in consequence of complaints as to the manner in which the business of a company called the American Dental Institute (Limited) was carried on. The plaintiffs were shareholders in and directors of that company. On the 20th of July, 1906, the defendant served notice of dissolution of partnership on the ground that the plaintiffs had been guilty of professional misconduct. The plaintiffs disputed the validity of the notice and brought an action for that purpose. On the 26th of January, 1907, Mr. Justice Warrington declared the notice to be invalid. His judgment was reversed by the Court of Appeal on the 18th of June, 1907. An appeal,

on the part of the plaintiffs, to the House of Lords is now pending. It was alleged that from the 20th of July, 1906, down to the date of the judgment in the Court of Appeal the defendant acted as if the notice was invalid. He continued to practise at the plaintiffs' place of business, 20, Grosvenor-street, and drew a sum of £20 a week on account of his share of the profits. Since the 20th of July, 1906, the plaintiffs alleged that defendant had systematically attempted to destroy the goodwill of the business, and to capture the connection of the firm for his own private advantage. It was alleged that amongst other things he caused letters addressed to him at No. 20, Grosvenor-square to be re-addressed to him at No. 3, Hanover-court, his private address. Inasmuch as the defendant had conducted the firm's correspondence for a number of years this was a serious matter. It was also alleged that the defendant had canvassed the patients of the firm, that he had used the firm's notepaper, and had made lists of patients, and had removed certain charts of the patients' mouths, and had tampered with the employees of the firm and endeavoured to induce them to leave the firm and enter his own service. The plaintiffs sought an injunction to restrain the defendant from (a) attending on the patients of the firm or soliciting their custom; (b) tampering with the servants or employees of the firm or inducing them to enter his employment; (c) obtaining the delivery of the firm's letters at his private address; (d) suppressing or retaining in his possession to the exclusion of the plaintiffs lists of patients and charts of patients' mouths; (e) doing or being party to any matter tending to injure the business. They also claimed an order for delivery up of the charts, &c., and asked for the appointment of a receiver. The defendant denied that business letters had been sent to Hanover-street. He also denied that he had canvassed the plaintiffs' patients or purloined any of their paper. He also denied that he had interfered with the servants of the firm, and said in particular that Miss Christian (the secretary) had entered his employment of her own accord. Clause 27 of the partnership deed was in the following form: "In case the partnership shall be determined, otherwise than by the death of the said Henry Allan Phillips, the said Henry Allan Phillips shall not within a radius of twenty miles of No. 8, Grosvenor-street aforesaid, and for and during the period of three years after the determination of the partnership, either directly or indirectly, either for his own benefit or for the benefit of any other person or persons, partnership, firm, company, or corporation or association, whether as principal, director, shareholder, manager, assistant, or otherwise, practise as or be concerned, engaged, or interested in the practice of a dentist, dental surgeon, or other kindred business, profession, or occupation, and will not exhibit, display, publish or make known, or be party or privy to the exhibiting or displaying, publishing or making known, either by letter, circular, advertisement, door-plate, oral communication or otherwise, the name of "Clifford," either alone or in conjunction or connection or combination with any other name, word or initial, letter or letters as part of a firm name, style or designation, or otherwise howsoever. And will not for and during the like period either directly or indirectly professionally attend upon or be interested in the attendances upon or act for, or by letter, circular, or personal solicitation, advertisement, or otherwise howsoever, communicate with or obtain or attempt to obtain for or influence in favour of himself or any other person or persons, firm, company, corporation or association the custom or patronage of any person or persons, firm, company, corporation, or association who shall then be or have been a patient or patients of the partnership of the said Isidore Clifford and Ruby Clifford or either of them, or attempt directly or indirectly, to induce such patient or patients to cease from employing the said Isidore Clifford and Ruby Clifford or other the persons for the time being carrying on the business of the partnership. If the partnership shall be dissolved, either by the said Isidore Clifford and Ruby Clifford or by the said Henry Allan Phillips, whether after proceedings in the High Court of Justice or under any decision of an arbitrator in the manner provided for under these articles, or by reason of any injury done to the business through the public or private misconduct by the said Isidore Clifford, and it shall by notice in writing served by the said Henry Allan Phillips upon the said Isidore Clifford and Ruby Clifford within one calendar month after such dissolution be claimed on behalf of the said Henry Allan Phillips that such dissolution has been brought about, either directly or indirectly, through the conduct of the said Isidore Clifford or Ruby Clifford, then shall the question as to whether the dissolution was necessitated or rendered desirable by such conduct of the said Isidore Clifford or Ruby Clifford or not be referred to arbitration under the provisions of clause 31 in the same manner as if a doubt, dispute, or difference had arisen between the parties to these presents, and if, notwithstanding that the dissolution has been directed in proceedings in the High Court of Justice, or any proceedings which have resulted in such dissolution, it shall be found by such arbitration that the dissolution has been brought about either directly or indirectly by the conduct of the said Isidore Clifford and Ruby Clifford or either of them, the said Henry Allan Phillips shall, notwithstanding anything to the contrary contained in these articles, be entitled at once to commence practice either alone or in co-partnership or in such place and manner as he shall think fit and the right to the policy of insurance effected under these presents shall at once accrue to him and all premiums up to the date of such dissolution shall be discharged by the partners." It was argued for the plaintiffs that on the true construction of the clause, and assuming misconduct on the part of Isidore Clifford, all that the defendant could do was to set up in practice; but he could not attend patients of the old firm. [PICKFORD, J.—Are you entitled to attend the patients?] Yes. The partnership property here consists of the goodwill, and a partner has no right to injure that property: *Trejo v. Hunt* (1896, A. C. 7). Taking away the ledger and making a list of the customers was an injury to the property. The defendant

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has also endeavoured to tamper with the servants of the firm, and his conduct with regard to the letters may involve serious consequences to the business. The plaintiffs desired to restrain the defendant from using the lists of patients and charts. These are absolutely necessary for the carrying on of the business. Finally, the defendant had undoubtedly got hold of patients of the firm. It was necessary that a receiver should be appointed of the sums received by him from such patients. For the defendants, counsel referred to *Pearson v. Pearson* (1884, 27 Ch. D. 145), *Jennings v. Jennings* (1898, 1 Ch. 378, at p. 385). It was pointed out that *Pearson v. Pearson* (*supra*) is not altogether overruled by *Trego v. Hunt* (*supra*). The defendant was entitled under clause 27 (*supra*) to carry on business, and that in itself entitled him to canvass customers.

PICKFORD, J., in giving judgment, said he did not think there could be any injunction. In the first place, the defendant could not, in the circumstances, be restrained from attending on the patients of the firm. Clause 27 was no doubt restrictive, but if the partnership was dissolved through Clifford's misconduct the defendant became entitled to practise. In his lordship's view that entitled him to see old as well as new patients. With regard to soliciting patients he was not so clear. It was not certain whether the defendant was entitled to canvass the patients. Inasmuch as the effect of an interim injunction would be to restrain him from practising as he was entitled to do under another part of the clause, his lordship thought he should not interfere. If he kept an account pending the trial that would be sufficient. As to tampering with servants, his lordship did not think that, upon the evidence, there had been any tampering or interference as to the letters. Mr. Phillips was entitled to have letters addressed to him sent where he pleased, and at the present time he was not even exercising his full rights. As to lists of patients, both partners had lists, and there would be no order on that head. With regard to the charts, those ought to go to a receiver; as he was not yet appointed there would be no injunction. The defendant must undertake to keep an account. Costs would be costs in the action.—COUNSEL, *Houston*; *Bramwell Davis*, K.C., and *Leonard T. Ford*. SOLICITORS, *H. P. Becker*; *Samuel Lithgow*.

[Reported by W. VALENTINE BALL, Barrister-at-Law.]

## Legal News.

### Changes in Partnerships.

#### Dissolutions.

EDMUND KELL BLYTH, FREDERICK DUTTON, JAMES BISHOP HARTLEY, and CHARLES FREDERICK TOLME BLYTH, solicitors (Blyth, Dutton, Hartley, & Blyth), 112, Gresham House, Old Broad-street, London. Sept. 1. So far as regards the said Frederick Dutton, who retires from the firm; Edmund Kell Blyth, James Bishop Hartley, and Charles Frederick Tolme Blyth will in future carry on the business at 112, Gresham House aforesaid, under the same style or firm as heretofore.

JOHN AUSTIN MORGAN and EDWARD LITTLE YOUNG, solicitors (Young & Co.), Longton. July 31.

#### General.

The International Law Association began its sessions at Portland, Maine, on the 29th ult. The present meeting is being held at the invitation of the American Bar Association. At the first meeting Lord Justice Kennedy was elected president.

In order to meet the growing requirements of the Inns of Court Bar Library at the Royal Courts of Justice, arrangements have been made for the erection, during the present Long Vacation, of a gallery on one side of the library. The corresponding gallery for the opposite side will be dealt with subsequently.

There is a custom in French jurisprudence, says the *Argonaut*, that sanctions the consultation by a judge, in provincial courts, with colleagues on the bench when sentence is to be passed upon certain classes of malefactors. "What ought we to give this rascal, brother?" a judge in the department of the Loire once asked the colleague on his right. "I should say three years." "What is your opinion, brother?" This to the colleague on the left. "I should give him four years." Whereupon the judge, assuming an air of great benevolence, said: "Prisoner, not desiring to impose upon you a long and severe term of imprisonment, as I should have done if left to myself, I have consulted my learned brethren and shall take their advice. Seven years."

Under the heading "A Grateful Acknowledgment to an Honourable Profession" the Bancroft-Whitney Co. make, says *The American Lawyer*, the interesting statement that when the great San Francisco fire destroyed their books of accounts last April, they had unsettled bills with lawyers outside of the city amounting to something like 175,000 dols. Having no record of these accounts, and not even a list of patrons left, they sent a circular to the lawyers named in Martindale's Legal Directory, asking for information about their indebtedness. The responses to this circular were so prompt that out of the total of 175,000 dols. nearly 150,000 dols. has already been reported and advices are still coming in. This is certainly creditable to all concerned, and justifies the indorsement of the Bancroft-Whitney Co., "Let it be known to the world that the legal profession is made up of men of the highest honour."

Judge Ruegg, K.C., is, says a writer in the *Globe*, the tenth county court judge appointed since Lord Loreburn reached the Woolstack. The late Judge Carver, K.C., Judge Gent, Judge Bryn Roberts, Judge Moss, Judge Shires Will, Judge Cyril Dodd, K.C., Judge Mulligan, K.C., Judge Benson, and Judge Thomas have all been appointed during the Lord Chancellor's comparatively brief tenure of office. Lord Loreburn distributes his patronage equally between the Inner and Outer Bar. Five of these ten county court judges are K.C.s, and five are juniors.

There exists in this country, says a writer in the *Daily Mail*, a class of persons (their number almost exceeds belief) who, in the same way as the criminal law stigmatizes habitual drunkards, should be rightly and properly named "habitual debtors." Let us take an instance: In a small town within the circuit of a very eminent and respected county court judge there dwelt a man (whom we will call X.). This man lived in a decent house, had a wife and family, and did nothing, with great assiduity, from year's end to year's end. There were about six courts held in a year in that town, and at court after court, year after year, did X. figure as defendant in actions for small debts, but never once paid any. His honour used to smile his fine, enigmatical smile when the name was called, and blandly inquire, "Gentleman X. again? I am getting rather tired of this man. (A gentleman according to county court description is a man who does nothing!) I wonder why you persist in suing him; and still more wonder why you ever let him get into your debt." The latter question must often have puzzled X. himself as much as it amused him. One of the peculiarities of his case was the difficulty (?) experienced by the bailiff in serving X. with any process of the court. And yet he walked openly in the light of day, and frequented in turn most of the public-houses of the place. Another odd thing was that X. and the bailiff have been seen emerging from the same house of refreshment on terms of equality and brotherhood.

Every October, says a writer in the *Evening Standard*, a number of grave and dignified men of position and substance assemble at the office of the King's Remembrancer, and, with pantomime as solemn as any of the multitudes of pageants has produced, pay rent for land in Salop and a forge in the parish of St. Clement Dane. There stands where it was wont to stand the good county of Salop, but there certainly is no forge in the parish of St. Clement Dane. There has not been one since the time of King Richard II., but still the corporation goes on paying each year, as gravely as if they knew not that they are but parties to an annual pretence. King Edward calls no man from Kent to travel with him by sea lest his Majesty's head should need holding in time of illness. But the first of our Edwards did, and bestowed a couple of manors in that county, whose rent consisted of this service, that either or both should hold his head in the event of his being sea-sick. The Duke of Atholl holds certain possessions conditionally on his supplying a white rose upon the Sovereign's visiting him. Queen Victoria and her Consort visited him years ago when roses did not bloom in the garden, and dire was the difficulty in procuring a couple. A trickier rent was that upon which the Munros of Foulis held their property. It was that a snowball should be presented upon any day of the year that it was demanded. Happily for the owner, snow lies in the form of a glacier in the chams of Ben Wyvis all the year round, and there seems no danger of forfeiture by failure of the quit-rent.

The extent to which the law courts in India are willing to go in allowing local custom to dominate the ordinary law is, says the *Daily Telegraph*, illustrated in a remarkable way by a recent decision of the Bombay High Court. There is a small community of Mussulmans in the Broach district, known as Kharwas, comprising only about 100 male persons, who were originally Hindus, and who, after their conversion to the religion of Islam, retained many traces of Hindu manners and customs. A member of this community was recently excommunicated by the caste punchayat, about a year after his marriage. His wife at once left him, and returned to her father's house. He then sued in the Civil Court for restitution of conjugal rights. The Subordinate Judge passed a decree in the plaintiff's favour, directing the wife to return to her husband's protection, but subject to the condition that he should get himself readmitted into the caste. On an appeal to the district judge, the latter held that the plaintiff was entitled to an unconditional decree for restitution of conjugal rights, basing his decision on the apparently common-sense position that it was the function, to use his own words, of the civil courts "to administer the Mohammedan law, not the rules of the Broach Kharwas." On a second appeal by the wife to the High Court this decision was reversed, the court holding that it was of the essence of the marriage contract that the parties married because they were members of that particular community, and that they must be regarded as having entered into the marital relation on the basis of that status.

## The Property Mart.

### Result of Sale.

#### REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 542) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £15,745:—

ABSOLUTE REVERSIONS:			
To £2,250	...	Sold	£
To £17,454 10s.	...		10,500
To Bank of England Stock and other Properties	...		1,678
To about £4,000	...		1,150
POLICIES OF ASSURANCE for £5,000			1,580

## Winding-up Notices.

London Gazette.—FRIDAY, AUG. 30.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BEVEMALLY COLLIERY CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to Frederick Geem, Victoria chambers, Stoke on Trent, liquidator

HERMAN BROOK & CO, LIMITED—Creditors are required, on or before Oct 12, to send their names and addresses, and the particulars of their debts or claims, to Charles William Wood, Tanfield bldg, Bradford. Gordon & Co, Bradford, solers for liquidator

NORTH-EASTERN NEWS ASSOCIATION, LIMITED—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Frank Brown, Finkle chambers, Stockton on Tees. Wilson & Co, Stockton on Tees, solers for liquidator

PATENT SURMARINE SWITCHBACK CO, LIMITED—Creditors are required, on or before Oct 13, to send their names and addresses, and the particulars of their debts or claims, to Thomas Greenhalgh, Queen's chambers, 11, Coronation st, Blackpool. Walker & Co, Manchester, solers for liquidator

PLYMOUTH COFFEE HOUSE CO, LIMITED—Creditors are required, on or before Oct 16, to send their names and addresses, with particulars of their debts or claims, to George Hicks, Lloyd's Bank chambers, Plymouth, liquidator

UNLIMITED IN CHANCERY.

INCORPORATED MEDICAL PRACTITIONERS ASSOCIATION—Petn for winding up, presented Aug 27, directed to be heard Oct 15. Rawle & Co, Bedford row, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 14

London Gazette.—TUESDAY, SEPT. 3.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHURCH LITERATURE CO, LIMITED—Creditors are required, on or before Oct 15, to send their names and addresses, and the particulars of their debts or claims, to Frederick Brown, 42A, Holborn viaduct. Ingle & Co, Broad st House, solers to liquidator

EMMS & CO, LIMITED—Creditors are required, on or before Oct 1, to send their names and addresses, with particulars of their debts or claims, to Herbert Philip Gowne, 16, The Walk, Norwich, liquidator

GLANWORTH STEAMSHIP CO, LIMITED—Petn for winding up, presented Aug 28, directed to be heard at the Law Courts, Cathays Park, Cardiff, on Oct 3, at 10. Vachell & Co, Cardiff, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 2

HUGH WALLACE & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 28, to send their names and addresses, and the particulars of their debts or claims, to John Arnold Hill, 49, Cannon st. Burn & Berridge, Old Broad st, solers to liquidator

J. T. WILLIAMS & CO, LIMITED—Creditors are required, on or before Oct 15, to send their names and addresses, and particulars of their debts or claims, to James Walter Gibson Hill, 9, Bennett's hill, Birmingham. Bowlands & Co, Birmingham, solers for liquidator

## Creditors' Notices.

## Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, SEPT. 3.

ALDWORTH, THOMAS, Horton Kirby, Kent Oct 10 Aldworth v Aldworth, Parker J Weisford, Aldermanbury

## Under 22 &amp; 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, AUG. 23.

ANDREWS, ARTHUR THOMAS, Acton Green, Acton Oct 3 Woodbridge & Sons, Sergeants' Inn, Fleet st

BRETON, JOHN WILLIAM, Barton upon Humber, Merchant Oct 1 Goy & Co, Barton upon Humber

BLACKWELL, THOMAS FRANCIS, Hartow Weald Oct 24 Stevens & Drayton, Queen Victoria st

BLAIR, JOHN BENJAMIN, Hampton Wick Oct 15 Dashwood, Hyde, I of W

BOVEY, JOHN, Buckfastleigh, Devon Sept 24 Tucker & Son, Ashburton, Devon

BROCKLEY, JAMES, Morston in Gosnell, Staffs Oct 1 Carrano & Elliot, Newport, Salop

COLMAN, THOMAS, Broadway, St Ilminster, Somerset Sept 30 Townsend & Co, Swindon

COLLISON-MORLEY, JOHN LAET, Edith rd, West Kensington, Doctor Oct 1 Baylis & Co, Foss st

COWAN, ALEXANDER WRIGHT, St Mary's rd, Peckham Oct 1 Billingham & Co, Bucklebury

CHORRINGHAM, WILLIAM, Dorset st, Spitalfields, Lodging House Keeper Oct 1 Sandom & Co, Grosvenor ch

DICKINSON, JOSEPH, Derby, Contractor Oct 19 Sale & Co, Derby

DILWORTH-HARRISON, JAMES, Burnley Oct 21 Walker & Co, Thosalds rd, Grays inn

FISHLAKE, JAMES ARABELLA, Bath Sept 17 Pelgrave, Bath

FRASER, CLARA JANE, Landrindod Wells, Wales Sept 16 Strong, Gracechurch st

GODDARD, THOMAS, Broad Green, West Croydon, Painter Sept 30 Camp & Ellis, Watford

GRANT, MAURICE, Lancaster gate, Hyde Park Sept 30 Leonard & Pilditch, Alderman's walk, Bishopsgate

HARBORN, CHRISTOPHER, Heaton, Newcastle upon Tyne, Iron Merchant Sept 20 F & E Emley, Newcastle upon Tyne

HAWKES, ANN PARRY, Shanklin, I of W Oct 4 Eldridge & Sons, Newport, I of W

HIGMAN, GREGOR, Liverpool, Gun Maker Sept 7 Whalley, Liverpool

HOBSON, JANE MARY, Jesmond, Newcastle upon Tyne Sept 24 J D & D M Macdonald, Newcastle on Tyne

HOLLOWAY, FRANCIS SAMUEL, Whitehaven Oct 1 Brockbank & Co, Whitehaven

HOLMES, FREDERICK ROBERT, Norwich, Engineer Sept 19 Stevens & Co, Norwich

IVRY, THOMAS, Plymouth Sept 9 Brian, Plymouth

JOHNSTON, ANDREW, Hunslet, Leeds, Damask Turner Sept 14 Scott & Turnbull, Leeds

KEEL, EMILY LEVITIA, Marlborough hill, Wexham Sept 30 E F & H Landon, New Broad st

KILLER, ISAAC, Basford, Nottingham Sept 9 Lee, Nottingham

MALLART, ROBERT, Bournemouth Sept 29 Preston & Francis, Bournemouth

MARTIN, EMMA, Barkway, Herts Sept 18 Wortham & Co, Royston

MILLER, MARTHA, Fitzjohn's av, South Hampstead Oct 13 Martelli, Staple inn

MINTER, WILLIAM, Wickham Market, Suffolk, Grocer Oct 1 Road, Wickham Market

ORGAN, SUSANNAH, Gloucester Sept 30 Langley-Smith & Son, Gloucester

PICK, ELIZABETH, Leeds, Grocer Sept 21 Scott & Turnbull, Leeds

FLOWMAN, JAMES HENRY, Ravenham st, Kennington Park rd, Painter Oct 7 Wood & Wootton, Fish st hill

PERRE, SUSAN CURTIS, Ipswich Sept 21 Sudd & Bacon, Norwich

RUTT, ELLAN, Upper Clapton Sept 30 Stones & Co, Finsbury circus

SMITH, GEORGE, Barnes rd, nr Durham Sept 29 Spry & Preston, Middlesbrough

SHERLOCK, THOMAS, Chester Sept 30 Bransy, Chester

TUDOR, ROY SUB DEAN HARRY, Exeter Sept 30 Burch & Son, Exeter

WARD, HENRY, Elm, Norfolk Oct 1 White, Colchester

WHEAT, EMMA, Twyford, Berks Sept 25 Pearce, Devonport

WINDSOR, ARTHUR, Clarendon st, Fimlico Sept 29 Taylor & Co, Strand

WINDSOR, MARIA JANE, Clarendon st, Fimlico Sept 29 Taylor & Co, Strand

WOODROW, WILLIAM BENNETT, Halifax, Stationer Sept 28 Pickles, Halifax

WOODS, CARTER, Preston, Lancs Sept 28 Clarke & Son, Preston

London Gazette.—TUESDAY, AUG. 27.

BRADLEY, JAMES, Halifax, Woolsorter Sept 24 J E & E H Hill, Halifax

BRIDGES, ROY CHARLES, Bredenbury Rectory, Hereford Oct 15 Lydall & Sons, John st, Bedford row

BROTHERWOOD, GEORGE, Tonbridge, Innkeeper Oct 31 News & Peach, Tonbridge

BRYANT, THOMAS RIDLEY, Cotham, Bristol, Commercial Traveller Sept 30 Sinnott & Son, Bristol

CAMPION, JANE, Tottenham Oct 5 Collinson & Co, Bedford row

CLEGG, RICHARD WILLIAM, Hollinwood, Oldham Sept 30 Kilner, Lees, Oldham

COSBY, WILLIAM, Seething, Norfolk, Farmer Sept 27 Goodchild, Norwich

COULING, HENRY, Hove, Sussex, Surgeon Sept 30 R C S Evenden, Haslemere

DUTTON, HON JULIA HENRIETTA, Kennington gate Sept 28 Shoubridge & Beech, Bedford row

ELTON, ALBINO KATE, Hindhead Sept 30 Alice Vincent, Pydar st, Truro

FRONT, JOHN, Streteford, Lancs Oct 4 Heath & Sons, Manchester

GEE, JANE, Brettenham rd, Edmonston Sept 23 Crocker, Finsbury pyramt

HARDCASTLE, NICHOLAS, Newcastle upon Tyne, Surgeon Sept 30 Cooper & Goodge, Newcastle upon Tyne

HARDING, WILLIAM SARGENT, Milkwood rd, Horne Hill Sept 21 Budd & Co, Austin friars

IRWIN, JOHN, Newcastle upon Tyne, Engineer Sept 27 Griffith & Co, Newcastle upon Tyne

JOHNARSON, JOHN, Queen's gate, South Kensington Sept 30 Cooper & Goodge, Newcastle upon Tyne

KING, ADA EMILY, Billingham Sept 21 Budd & Co, Austin friars

KING, EDWARD ALBERT GODFREY, Portsmouth, Chemist Oct 1 Allen, Portsmouth

LIFE, MARGARET, Preston, Seaman Sept 9 Clemens, Preston

LPSOM, ANN, Woking Oct 1 Mossop, Woking

MAPLES, JARVIS, Montserrat rd, Putney Nov 1 Herbert, Cork st, Burlington gdns

MELLOR, HANNAH, South Shields Nov 2 Jacks, South Shields

MILLER, EDWIN, Hugh st, Fimlico Sept 30 Lander, Chancery in

MORAN, JAMES, Sheffield, Builder Oct 1 Webster & Styling, Sheffield

NORTH, REBECCA, Selly Oak, Worcester Sept 27 Jeffery & Co, Birmingham

PALMER, CHARLES JAMES NEWTON, Lee, Kent Nov 13 Withall & Withall, Bedford row

PALMER, EDWIN CHARLES, Port Elizabeth, Cape Colony Nov 30 Withall & Withall, Bedford row

PARKER, MARY, Manchester Sept 30 Dixon & Co, Manchester

PELTON, JAMES, Elmhamton rd, Camden rd Sept 30 Bunde & Hobrow, Basinghall st

PIKE, WALTER, Plymouth Sept 23 Shelly & Johns, Plymouth

RAGHAN, WILLIAM SIMON, Norwich, Solicitor Sept 11 Rackham & Sayer, Norwich

RAWLINS, JOSEPH THOMAS, Cressage, Salop Oct 1 Salt & Sons, Shrewsbury

REED, CAMOLINE, East Stonehouse Sept 30 Rodd, East Stonehouse

REYNOLDS, LEWIS WILLIAM, Thelwall, Chester, Tanner Sept 30 Davies & Co, Warrington

RIGHT, WILLIAM, Middleton Junction, Lancs, Chipped Potato Dealer Sept 30 Hewitt Ashton under Lyne

ROWLANDSON, HANNAH, Ingleswhite, Goomargh, Lancs Sept 30 Clarke & Son, Preston

SHUTTLEWORTH, GEORGE CHARLES, Doncaster Sept 28 Baxter & Co, Doncaster

SPENCER, WILLIAM, Castle Dutton, Queen's County, Ireland Oct 1 Maxsted & Co, Lancaster

TALLENHAM, FRANCES, Weyford st Sept 9 Tatham & Loumda, Old Broad st

WESTON, PHILIP, Coalbrookdale, Salop Oct 5 G E & C E Wace, Shrewsbury

WHITE, TOM, Wath on Dearne, Yorks, Engineman Oct 2 J W & A E Hatterley, Mexborough

WOODWARDS, JAMES WILLIAM, Henley on Thames, Baker Sept 30 Brain & Brain, Reading

London Gazette.—FRIDAY, AUG. 30.

ADAMS, ELIZA, Alraham, nr Turporley, Chester Oct 1 Cawley, Turporley

BAKER, JOHN MANLEY, North Finchley Sept 23 Green & Charles, Worthing

BOORMAN, HENRY GEORGE, Plymouth Sept 30 Stevens, Plymouth

CROSS, WILLIAM JOHN, Ely, Cambridge, Corn Merchant Oct 24 Archer & Archer, Ely

CROZIER, WILLIAM, Alwinton, Northumberland, Shepherd Oct 10 Brown & Son, Newcastle upon Tyne

DALTON, JOHN, Ealing Aug 15 Ruston & Co, Brentford

DALTON, HENRIETTA SARAH, Ealing Aug 15 Ruston & Co, Brentford

DEARM, WILLIAM, Quinton, Worcester, Farmer Sept 29 Bonser & Dawes, Oldbury

DREDGE, ELIZABETH, Evercech, Somerset Sept 30 Nalder, Shepton Mallet

FITZ-HORSWELL, ELIZA, Southampton Oct 12 Paris & Co, Southampton

GARDAM, SOPHIA, Royston, nr Barnsley, York Oct 1 Dobb & Clegg, Barnsley

GUDDARD, FRANCES, Le Dico, Jersey Sept 14 Holbeche & Addenbrooke, Sutton Coldfield

HAMILTON, JOHN JAMES, Barkston gdns, Earl's Court Oct 12 Janson & Co, College hill

HODGSON, JOHN AGAS, Broomfield, Sheffield, Iron Master Oct 15 Watson & Co, Sheffield

IBOTSON, CHARLES, Barnsley Oct 1 Dobb & Clegg, Barnsley

JORDAN, EDWARD, Daisy Bank, nr Bilston, Stafford, Iron Master Oct 10 Wassell, Bilston

JORDAN, RACHEL, Bilston, Stafford Oct 10 Wassell, Bilston

JOSE, RICHARD HENRY, St Agnes, Cornwall Sept 29 Hancock, St Agnes

LAWSON, HENRY, Rufford, Lancashire, Lithographer Sept 30 Quinn & Sons, Liverpool

MADOFF, FRANCES, Betersbrook rd, Tufnell Park Oct 21 Smelt, Lancaster pl, Strand

MARKE, WALTER, Galmington, Somerset, Wheelwright Sept 30 Poole & Booting, Taunton

MORRELL, ELIZA, Mansfield, Nottingham Sept 30 Alcock, Mansfield

PLOWDEN, MARY SOPHIA, Southsea Oct 13 Paris & Co, Southampton

RICHARDSON, VICTOR WARDMAN Oct 1 Raworth & Co, Harrogate

STAFFORD, CHARLES HENRY, Sarrington, Nottingham Sept 30 Wright, Nottingham

TAYLOR, SIR RICHARD, Kingston on Thames Sept 30 Slater & Co, Darlington

WHITHEAD, JOHN GEORGE, Cockermouth, Cumberland Oct 1 Brockbank & Co, White-bay

WHITTLE, HANNAH JEMIMA, Clapham Sept 30 Gibson, Martin's in

WIGHTWICK, WILLIAM, Folkestone, JP Oct 11 Wightwick & Gardner, Folkestone

WILKINSON, ROSAMOND CHARLOTTE, Bath Oct 5 Rooke & Co, Bath

YATES, EDWARD, Walworth rd Oct 30 Johnsons & Co, New sq

THE

X

Suits on applic



## Bankruptcy Notices.

London Gazette.—TUESDAY, Aug. 27.

### RECEIVING ORDERS.

BAINES, ARTHUR, Nottingham, Grocer Nottingham Pet Aug 23 Ord Aug 23  
BIRKS, W., Bradford, Contractor Bradford Pet Aug 14 Ord Aug 23  
BROTHWELL, WILLIAM, Birmingham, Fruiterer Birmingham Pet Aug 21 Ord Aug 21  
COCK, WILLIAM THOMAS, King's Lynn, Licensed Victualler King's Lynn Pet Aug 23 Ord Aug 23  
COHEN, MEYER LEVI, Liverpool, Fancy Goods Dealer Liverpool Pet July 27 Ord Aug 19  
EDWARD, JOHN HUTCHINSON, Ardwick, Manchester, Dental Surgeon Manchester Pet Aug 15 Ord Aug 23  
EDWARDS, FREDERICK, Worcester, Boot Dealer Worcester Pet Aug 21 Ord Aug 21  
EMERY, FRANK DAVID, Boston, Lincs Boston Pet Aug 20 Ord Aug 20  
FERREY, GEORGE JOHN, Saffron Walden, Essex, Cycle Dealer Cambridge Pet July 17 Ord Aug 24  
GILBERT, ERNEST, Coventry, Tailor Coventry Pet Aug 22 Ord Aug 22  
GUY, C. J., Lloyd's av, Printer High Court Pet July 23 Ord Aug 23  
JACKSON, ARTHUR, Brynmawr, Brecon, Draper Tredgar Pet Aug 23 Ord Aug 23  
KELL, FREDERICK JAMES HILLS, Woodbridge, Suffolk, Painter Ipswich Pet Aug 23 Ord Aug 23  
KING, ROBERT, Whitehaven, Painter Whitehaven Aug 23 Ord Aug 23  
LOCKWELL, HAROLD THORNE, Keenethorne, Spaxton, Somerset, Wheelwright Bridgwater Pet Aug 24 Ord Aug 24  
MARLOW, JAMES, Alton, Hants, Farmer Winchester Pet Aug 23 Ord Aug 23  
MOSBY, JOSEPH HENRY, Woodend, Lamplugh, Cumberland, Farmer Whitehaven Pet July 13 Ord Aug 23  
ROMAIN, J. A., East rd, Hoxton, Manufacturer High Court Pet July 31 Ord Aug 23  
THORPE, ARTHUR, Newcastle upon Tyne, Tailor Newcastle upon Tyne Pet Aug 24 Ord Aug 24  
TETTON, PHILIP, Salisbury, Builder Salisbury Pet Aug 24 Ord Aug 24

Amended notice substituted for that published in the London Gazette of Aug 20:

ELDER, HENRY THOMAS, Mill End, Rickmansworth, Herts, Builder St Albans Ord Aug 2 Ord Aug 16

### FIRST MEETINGS.

AFROGNY, GEORGE CHARLES, Selly Oak, Worcester, Baker Sept 4 at 11.30 191, Corporation st, Birmingham  
BETTS, KATE ELAN, Newark upon Trent, Baker Sept 4 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
BING, WILLIAM JOHN, Ashford, Kent, Pork Butcher Sept 12 at 9 Off Rec, 68A, Castle st, Canterbury  
BLACKBURN, GEORGE, Cockermouth, Cumberland, Grocer Sept 9 at 2.45 Court house, Cockermouth  
BRAY, DANIEL, ELZ, Fenwick, Glam, Confectioner Sept 6 at 10.30 Off Rec, Post Office chmbrs, Pontypool  
BURNS, EMMAUEL WILSON, Crook, Durham, Grocer Sept 4 at 11.30 Off Rec, 3, Manor pl, Sunderland  
CARR, FREDERICK, Asker, nr Doncaster, Saddler Sept 4 at 12 Off Rec, Figgies in, Sheffield  
DEAVILLE, WILLIAM, and JOHN CLOWES, Harpurhey, Manchester, Foultry Dealers Sept 4 at 8 Off Rec, Byrom st, Manchester  
EDWARDS, FREDERICK, Worcester, Boot Dealer Sept 4 at 11.30 Off Rec, 11, Copenhagen st, Worcester  
EMERY, FRANK DAVID, Boston, Lincs Sept 4 at 3.15 Off Rec, 4 and 6, West st, Boston  
FORD, ALBERT ERNEST, Rotherham, Yorks, Butcher Sept 4 at 11.30 Off Rec, Figgies in, Sheffield  
FORSEMAN, ALFRED, Liverpool, House Decorator Sept 4 at 12 Off Rec, 36, Victoria st, Liverpool  
GOSWELL, H. ELBERT, Gosforth, Northumberland, Doctor Sept 4 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
GARGORY & CO, W, Fortune Gate rd, Hazledene, Builders Sept 5 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
GUY, C. J., Lloyd's av, Printer Sept 6 at 11 Bankruptcy bldgs, Carey st  
HAMILTON, CLAUDE, South Shields, Roundabouts Proprietor Sept 4 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne

HODSON, JAMES EDWARD, Boston, Lincs, Mason Sept 4 at 2.45 Off Rec, 4 and 6, West st, Boston  
HOWARD, JOSEPH, Amburst rd, Stoke Newington, Tailor Sept 5 at 1 Bankruptcy bldgs, Carey st  
HUMPHREYS, ROBERT VAUGHAN, Portmadoc, Carnarvon, Painter Sept 6 at 11.30 Crypt chmbrs, Eastgate row, Chester  
JASSOP, HENRY JOHN, Margate, Hotel Manager Sept 12 at 9.15 Off Rec, 65A, Castle st, Canterbury  
JOHNSON, HARRY, jun, Liverpool, Contractor Sept 4 at 2.30 Off Rec, 35, Victoria st, Liverpool  
KELL, FREDERICK JAMES HILLS, Woodbridge, Suffolk, Painter Sept 4 at 2.30, Princes st, Ipswich  
KENNISH, CHARLES HENRY, Chester, Printer's Foreman Sept 6 at 2.30 Crypt chmbrs, Eastgate row, Chester  
KING, CHARLES, Tunbridge Wells, Saddler Sept 16 at 11.30 Mr C J Farris, 68, High st, Tunbridge Wells  
LORD, GEORGE, and HENRY ALBERT LORD, Worthing, Newgate Sept 5 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton  
MANNION, HENRY, Huddersfield, Telephone Lineman Sept 5 at 11.30 The Huddersfield Incorporated Law Society's Room, Imperial arcade, New st, Huddersfield  
MOSELEY, TOM, jun, Jasper rd, Upper Norwood Sept 5 at 11 Bankruptcy bldgs, Carey st  
PAGE, GEORGE, Walsall, General Dealer Sept 4 at 11 Off Rec, Wolverhampton  
PALMER, JOHN WILLIAM, Walsall, Ironmonger Sept 4 at 12.30 Off Rec, 30, Mosley st, Newcastle on Tyne  
PALMER, ANDREW OCTAVIUS, Boston, Lincs, Engineer Sept 4 at 2.15 Off Rec, 4 and 6, West st, Boston  
PEARSON, CHARLES HERBERT, West Chillington, Sussex Sept 5 at 11 Off Rec, 4, Pavilion bldgs, Brighton  
ROMAIN, J. A., East rd, Hoxton, Manufacturer Sept 4 at 11 Bankruptcy bldgs, Carey st  
STONER, WILLIAM WILLIAM, Newton on Trent, Boot Maker Sept 5 at 12 Off Rec, 31, Silver st, Lincoln  
THORPE, ARTHUR, Newcastle on Tyne, Tailor Sept 5 at 13 Off Rec, 30, Mosley st, Newcastle on Tyne  
WAISTAFF, JOSEPH, Mytholmroyd, nr Halifax, Cotton Operative Sept 5 at 11 County Court House, Prescott st, Halifax  
WILLIAMS, ROBERT FRANCIS, H M Prison, Knutsford Sept 6 at 12 Crypt chmbrs, Eastgate row, Chester

### ADJUDICATIONS.

BAINES, ARTHUR, Nottingham, Grocer Nottingham Pet Aug 23 Ord Aug 23  
BELL, SYDNEY, Andover, Southampton, Builder Salisbury Pet July 30 Ord Aug 24  
BROTHWELL, WILLIAM, Birmingham, Fruiterer Birmingham Pet Aug 21 Ord Aug 21  
COCK, WILLIAM THOMAS, King's Lynn, Licensed Victualler King's Lynn Pet Aug 23 Ord Aug 23  
DAVIDS, MARGARET, Swanton Abbot, Norfolk Norwich Pet July 27 Ord Aug 24  
DELMONTE, ABRAHAM, Palmer st, Spitalfields High Court Pet July 23 Ord Aug 23  
EDWARDS, FREDERICK, Worcester, Boot Dealer Worcester Pet Aug 21 Ord Aug 21  
EMERY, FRANK DAVID, Boston, Lincs Boston Pet Aug 20 Ord Aug 20  
GILBERT, ERNEST, Coventry, Tailor Coventry Pet Aug 22 Ord Aug 22  
GREGORY, WALLACE LEONARD CHARLES, Fortune Gate rd, Hazledene, Builder Brighton Pet June 19 Ord Aug 23  
HAMILTON, CLAUDE, South Shields, Roundabouts Proprietor Newcastle on Tyne Pet Aug 3 Ord Aug 23  
HEARMAN, PHILIP ALFRED, Newcastle on Tyne, Tea Merchant Newcastle on Tyne Pet Aug 8 Ord Aug 23  
JACKSON, ARTHUR, Brynmawr, Brecon, Draper Tredgar Pet Aug 23 Ord Aug 23  
JOHNS, BOLTON C., Bedford, Ainsy Tutor Bedford Pet Aug 8 Ord Aug 23  
KELL, FREDERICK JAMES HILLS, Woodbridge, Suffolk, Painter Ipswich Pet Aug 23 Ord Aug 23  
KING, ROBERT, Whitehaven, Cumberland, Painter Whitehaven Pet Aug 23 Ord Aug 23  
LOCKWELL, HAROLD THORNE, Keenethorne, Spaxton, Somerset, Wheelwright Bridgwater Pet Aug 24 Ord Aug 24  
NORTH, HILTON, Jermyn st High Court Pet May 2 Ord Aug 24  
OPPENSHAW, FRANK ERNEST PILLING, Combe Martin, Devon, Barnstaple Pet July 12 Ord Aug 23  
OWEN, WILLIAM JOHN, Farnborough, Kent, Builder Croydon Pet Aug 1 Ord Aug 23

SALDANA, MARTIN, Pump st, Temple, Barrister at Law High Court Pet June 26 Ord Aug 23  
SEANAN, BRENNAN CROSSLEY, Liverpool, General Draper Liverpool Pet Aug 23 Ord Aug 23  
STEE, THOMAS, Lockwood, Huddersfield, Builder Huddersfield Pet Aug 9 Ord Aug 23  
THORPE, ARTHUR, Newcastle on Tyne, Tailor Newcastle on Tyne Pet Aug 24 Ord Aug 24  
TETTON, PHILIP, Salisbury, Builder Salisbury Pet Aug 24 Ord Aug 24

Amended notice substituted for that published in the London Gazette of Aug 20:

FRANK, JAMES CLEMENT, Handsworth, Solicitor's Clerk Birmingham Pet May 18 Ord Aug 18

London Gazette.—FRIDAY, Aug. 30.

### RECEIVING ORDERS.

ALLAN, WILLIAM JOHN, Bristol, Postman Bristol Pet Aug 20 Ord Aug 20  
ANTAR, ROBERT, Woodhouse, nr Sheffield, Tailor Sheffield Pet Aug 27 Ord Aug 27  
BAILLY, HARRY, Birmingham, Cycle Maker Birmingham Pet Aug 30 Ord Aug 27  
BECKINGSALE, FREDERICK, jun, Cheltenham, Grocer Cheltenham Pet Aug 10 Ord Aug 27  
BENNETT, JAMES, Felling on Tyne, Durham, Fruiterer Newcastle on Tyne Pet Aug 27 Ord Aug 27  
BENNETT, HARRY, Leicester, Cycle Maker Leicester Pet Aug 26 Ord Aug 26  
BLACKLIST, HERBERT, Paul's Bakehouse ct, Goddard st, Manufacturer's Agent High Court Pet Aug 1 Ord Aug 26  
BROKENHIRE, WILLIAM THOMAS, Truro, Coachbuilder Truro Pet Aug 26 Ord Aug 26  
COLLINGWOOD, HENRY WALTER OLIPHANT, Clayworth, Notts Lincoln Pet Aug 27 Ord Aug 27  
CRABE, RICHARD, Blackpool, Coach Painter Preston Pet Aug 25 Ord Aug 25  
DAVIES, WILLIAM, Aberdare, Glam, Collier Aberdare Pet Aug 27 Ord Aug 27  
DAVIES, WILLIAM HUGH, Colwyn Bay, Denbigh, Builder Bangor Pet Aug 29 Ord Aug 28  
DESCROIX, ADOLPHE, New Coventry st High Court Pet July 29 Ord Aug 26  
EASTBROOK, WILLIAM, Sheffield, Engineer Sheffield Pet Aug 26 Ord Aug 26  
FRANCIS, DAVID, Thine Crosses, Glam, Butcher Swansea Pet Aug 26 Ord Aug 26  
GARNER, GEORGE, Bedford, Coal Merchant Bedford Pet July 26 Ord Aug 26  
HARRISON, JOHN WILLIAM, Hathersage, Derby, Farmer Derby Pet Aug 8 Ord Aug 27  
KNIFE, W., Commercial rd East, Furniture Dealer High Court Pet Aug 23 Ord Aug 23  
KRAUSE, HUNDLEY & Co, Chancery ln, Publishers High Court Pet May 29 Ord July 24  
LANE, JOHN BENNETT, Staverton, nr Cheltenham, Farmer Cheltenham Pet Aug 26 Ord Aug 26  
LANE, THOMAS WALKER, Twynning, nr Tewkesbury, Farmer Cheltenham Pet Aug 24 Ord Aug 24  
LAWIS, ARNOLD HENRY, Letterston, Pembroke, Coal Merchant Pembroke Dock Pet Aug 25 Ord Aug 26  
LICHNER, JOHN, Leeds, Hairdresser's Outfitter Leeds Pet Aug 24 Ord Aug 24  
LIEBLICH, HENRY, Wardour st, Soho, Chemist High Court Pet July 4 Ord Aug 26  
MINOZZI, LUIGI, Dover, Hotel Proprietor Canterbury Pet Aug 27 Ord Aug 27  
NOAKES, FRANCIS, Salehurst, Sussex, Farmer Hastings Pet Aug 12 Ord Aug 26  
OWEN, EDWARD, Flynnoth, Grocer's Sundries Agent Flynnoth Pet Aug 25 Ord Aug 26  
PADWICK, WILLIAM GUY, Motttingham, Kent, Chemist Greenwich Pet Aug 27 Ord Aug 27  
PARKES, THOMAS, Walsall, Carriage Manufacturer Walsall Pet Aug 27 Ord Aug 27  
PEAKE, JOHN EDWARD HENRY, Peterborough, Builder Peterborough Pet Aug 28 Ord Aug 28  
ROBERTS, HAROLD, Skipton, Yorks, Joiner Bradford Pet Aug 26 Ord Aug 26  
STAPLEY, GEORGE JAMES, Smargate, Kent, Grocer Hastings Pet Aug 26 Ord Aug 26  
STEPHENS, TOM GEORGE, Selby, Yorks, Saddler York Pet Aug 27 Ord Aug 27  
STREET, JOHN, Littlehampton, Painter Brighton Pet Aug 28 Ord Aug 28

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

## SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

STUDD, JOHN, Henton Moor, nr Stockport, Restaurant Proprietor Manchester Pet Aug 18 Ord Aug 27  
 THOMAS, WILLIAM, Cardiff Cardiff Pet Aug 27 Ord Aug 27  
 TURNER, THOMAS POWYS OWEN, Eastbourne, Clerk Eastbourne Pet Aug 28 Ord Aug 28  
 WALKER, GEORGE FREDERICK, Nottingham, Lace Manufacturer Nottingham Pet Aug 19 Ord Aug 26  
 WALL, ERNEST EDWARD, Ardwick, Manchester, Fruit Salesman Manchester Pet Aug 27 Ord Aug 27  
 WHITTAKER, EDGAR, Stockbridge, Yorks Sheffield Pet Aug 28 Ord Aug 28  
 WILLIS, EDGAR THOMAS, Harpenden, Herts, Horticultural Sundryman St Albans Pet Aug 3 Ord Aug 26  
 WILLIS, FREDERICK ARCHER, Harpenden, Herts, Fruiterer St Albans Pet Aug 3 Ord Aug 26  
 WINGFIELD, JAMES, Bromley, Kent, Nurseryman Croydon Pet Aug 26 Ord Aug 26

Amended notice substituted for that published in the London Gazette of June 28:  
 HOLLINS, WILLIAM, Wellington, Lincs, Licensed Victualler Boston Pet June 23 Ord June 23

Amended notice substituted for that published in the London Gazette of Aug 23:  
 SMITH, WILLIAM HENRY, Margate, Boarding House Keeper Canterbury Pet Aug 19 Ord Aug 21

## FIRST MEETINGS.

BINES, W. Bradford, Contractor Sept 9 at 3 Off Rec, 29, Manor row, Bradford  
 BLAKEWAY, ROGER HERBERT, Brimfield, Hereford, Farmer Sept 9 at 2.15 Lion Hotel, Kidderminster  
 BLACKLEY, HERBERT, Friday St, Manufacturer's Agent Sept 10 at 11 Bankruptcy bldg, Carey St  
 BROTHWELL, WILLIAM, Birmingham, Fruiterer Sept 11 at 12.30 191, Corporation st, Birmingham  
 CAMPBELL, GEORGE, Southport, Butcher's Manager Sept 10 at 12 Off Rec, 35, Victoria st, Liverpool  
 COCKS, WILLIAM THOMAS, King's Lynn, Licensed Victualler Sept 7 at 12.30 Off Rec, 8, King st, Norwich  
 CORNE, MYRLE LEVI, Liverpool, Fancy Goods Dealer Sept 11 at 12 Off Rec, 35, Victoria st, Liverpool  
 CRAIGILL, EDWARD, Grassington, Westmorland, Farmer Sept 7 at 10.45 Commercial Hotel, Kendal  
 DASHLEY, MARGARET, Swanton Abbot, Norfolk Sept 7 at 12 Off Rec, 8, King st, Norwich  
 DAVIES, WILLIAM, Aberdare, Glam, Collier Sept 7 at 10.30 Off Rec, Post Office chambers, Pontypridd  
 DESCHOUX, ADOLPHE, New Coventry st Sept 9 at 1 Bankruptcy bldg, Carey St  
 EDGE, H. P. Winchfield, Hants Sept 9 at 4 The George Hotel, High st, Winchester  
 FINLOW, ARTHUR CLERMONT, Dudley, Grocer's Manager Sept 11 at 3 Off Rec, 199, Wolverhampton st, Dudley  
 GAMBLE, SARAH, Melton Mowbray, Leicester Sept 11 at 12.30 Off Rec, 1, Berridge st, Leicester  
 GILBERT, ERNEST, Coventry, Tailor Sept 9 at 3 Off Rec, 8, High st, Coventry  
 HILLIARD, CHARLES, Stowthwith, Stafford, Grocer Sept 9 at 11.30 191, Corporation st, Birmingham  
 JONES, BOLTON C, Bedford, Army Tutor Sept 10 at 10.30 Shirehall, Bedford  
 KRITZ, W. Commercial rd East, Furniture Dealer Sept 10 at 1 Bankruptcy bldg, Carey St  
 KRUSE, HUNDLEY & Co, Chancery in, Publishers Sept 11 at 1 Bankruptcy bldg, Carey St  
 LAKE, JOHN BENNETT, Staverton, nr Cheltenham, Farmer Sept 7 at 2.30 County Court bldg, Cheltenham  
 LAKE, THOMAS WALK, Twynning, Tewkesbury, Farmer Sept 7 at 3 County Court bldg, Cheltenham  
 LICENCE, JOHN, Leeds, Hairdresser's Outfitter Sept 11 at 11 Off Rec, 23, Park row, Leeds  
 LIEBLICH, HENRY, Wardour st, Soho, Chemist Sept 10 at 12 Bankruptcy bldg, Carey St  
 MARLOW, JAMES, Alton, Hants, Farmer Sept 9 at 3 The George Hotel, High st, Winchester  
 MARTIN, WILLIAM ROBERT, Heaton, Derby, Timekeeper Sept 7 at 11 Off Rec, 47, Full st, Derby  
 MILLER, JOHN, Birmingham, Potato Merchant Sept 11 at 11.30 191, Corporation st, Birmingham  
 NOAKES, FRANCIS, Salehurst, Sussex, Farmer Sept 9 at 11.30 County Court Office, 24, Cambridge rd, Hastings  
 PATRICK, JOSEPH THOMAS, Kendal, Boot Dealer Sept 7 at 11.15 Commercial Hotel, Kendal  
 PATER, W. A. Stowards, Brighton, Dairyman Sept 10 at 11.30 Off Rec, 4, Pavilion bldg, Brighton  
 SELLENS, JAMES HENRY, Motcombe, Engineer Sept 9 at 2.30 Off Rec, 14, Chapel st, Preston  
 STAPLEY, GEORGE JAMES, Seargate, Kent, Grocer Sept 9 at 11 County Court Office, 24, Cambridge rd, Hastings  
 STEPHENS, TOM GEORGE, Selby, Yorks, Saddler Sept 11 at 3 Off Rec, The Red House, Duncombe pl, York  
 TAYLOR, ABRAHAM, Southport, Merchant Sept 10 at 11 Off Rec, 35, Victoria st, Liverpool  
 TAYNOR, PHILIP, Salisbury, Builder Sept 10 at 2.30 Off Rec, City chambers, Catherine st, Salisbury  
 WINGFIELD, JAMES, Bromley, Kent, Nurseryman Sept 9 at 12 133, York rd, Westminster Bridge

## ADJUDICATIONS.

ALLEN, WILLIAM JOHN, Ashley Down, Bristol, Postman Bristol Pet Aug 28 Ord Aug 28  
 ANFAR, ROBERT, Woodhouse, nr Sheffield, Tailor Sheffield Pet Aug 27 Ord Aug 27  
 BAILEY, HARRY, Birmingham, Cycle Maker Birmingham Pet Aug 30 Ord Aug 23  
 BALL, FRANK, Hartow High Court Pet June 12 Ord Aug 26  
 BALL, GEORGE LEWIS, Hartow High Court Pet June 12 Ord Aug 26  
 BENNETT, JAMES, Felling on Tyne, Durham, Fruiterer Newcastle on Tyne Pet Aug 27 Ord Aug 27  
 BENNETT, HARRY, Leicester, Cycle Maker Leicester Pet Aug 28 Ord Aug 28  
 BLACKBURN, GEORGE, Cockermouth, Cumberland, Grocer Cockermouth Pet Aug 9 Ord Aug 23  
 BROOKS, WILLIAM THOMAS, Market Strand, Truro, Coachbuilder Truro Pet Aug 28 Ord Aug 28  
 COLLINGWOOD, HENRY, WALTER OLIPHANT, Clayworth, Nottingham Lincoln Pet Aug 27 Ord Aug 27

CRANE, RICHARD, Blackpool, Lancaster, Coach Painter Preston Pet Aug 28 Ord Aug 28  
 DAVIES, WILLIAM, Aberdare, Glam, Collier Aberdare Pet Aug 27 Ord Aug 27  
 DAVIES, WILLIAM HUGH, Rhos, Denbigh, Builder Bangor Pet Aug 28 Ord Aug 28  
 EASTERBROOK, WILLIAM, Sheffield, Engineer Sheffield Pet Aug 28 Ord Aug 28  
 FRANCIS, DAVID, Swadsea, Batcher Swadsea Pet Aug 26 Ord Aug 26  
 FREESTONE, GEORGE JOHN, Saffron Walden, Essex, Cycle Dealer Cambridge Pet July 17 Ord Aug 27  
 FRYER, CYRIL FREDERICK WILLIAM, Chiswick, Architect High Court Pet Sept 18, 1906 Ord Aug 26  
 LAKE, JOHN BENNETT, Staverton, nr Cheltenham, Farmer Cheltenham Pet Aug 28 Ord Aug 28  
 LAKE, THOMAS WALK, Twynning, nr Tewkesbury, Farmer Cheltenham Pet Aug 24 Ord Aug 24  
 LEWIS, ARNOLD HENRY, Letchworth, Pembroke, Coal Merchant Pembroke Dock Pet Aug 26 Ord Aug 26  
 LICENCE, JOHN, Leeds, Hairdresser's Outfitter Leeds Pet Aug 24 Ord Aug 24  
 MIROLETTI, LUIGI, Dover, Hotel Proprietor Canterbury Pet Aug 27 Ord Aug 27  
 MORTIMER, RALPH, Bury St Edmunds, Lessee of Theatre Royal Bury St Edmunds Pet July 11 Ord Aug 26  
 MOSCOP, JOSEPH HENRY, Lampugh, Cumberland, Farmer Whitehaven Pet July 13 Ord Aug 27  
 OWEN, EDWARD, Plymouth, Grocer's Sundries Agent Plymouth Pet Aug 28 Ord Aug 28  
 PAGE, GEORGE, Walsall, General Dealer Walsall Pet Aug 17 Ord Aug 26  
 PALLISTER, JOHN WILLIAM, Walsall, Ironmonger Newcastle on Tyne Pet July 29 Ord Aug 27  
 PARKER, THOMAS WALK, Carriage Manufacturer Walsall Pet Aug 27 Ord Aug 27  
 PRAKE, JOHN EDWARD HURRY, Peterborough, Builder Peterborough Pet Aug 28 Ord Aug 28  
 ROBERTS, HAROLD, Skipton, Yorks, Joiner Bradford Pet Aug 28 Ord Aug 28  
 ROTHBERT, ALBERT, Nunhead High Court Pet May 24 Ord Aug 28  
 STAPLEY, GEORGE JAMES, Seargate, Kent, Grocer Hastings Pet Aug 28 Ord Aug 28  
 STEPHENS, TOM GEORGE, Selby, Yorks, Saddler York Pet Aug 27 Ord Aug 27  
 THOMAS, WILLIAM, Cardiff Cardiff Pet Aug 27 Ord Aug 27  
 TURNER, THOMAS POWYS OWEN, Eastbourne, Clerk Eastbourne Pet Aug 28 Ord Aug 28  
 VEER, CHARLES HERBERT MONTAGUS AXIAS, North Finchley, Electrical Engineer Barnet Pet July 4 Ord Aug 22  
 WALKER, GEORGE FREDERICK, Nottingham, Lace Manufacturer Nottingham Pet Aug 19 Ord Aug 26  
 WHITTAKER, EDGAR, Stockbridge, Yorks, Licensed Victualler Sheffield Pet Aug 28 Ord Aug 28

Amended notice substituted for that published in the London Gazette of June 25:  
 HOLLINS, WILLIAM, Wellington, Lincs, Licensed Victualler Boston Pet June 23 Ord June 23

## ADJUDICATIONS ANNULLED.

BRADBURY, EDWARD, Nottingham, Builder Nottingham Adjudged July 1, 1899 Annul Aug 23, 1907

## LONDON GAZETTE.—TUESDAY, SEPT. 3.

## RECEIVING ORDERS.

ALGAR, ERNEST, East Stonehouse, Devon, Glass Dealer Plymouth Pet Aug 30 Ord Aug 30  
 BROUGH, CHARLES, Spilaby, Lincs, Bootmaker Boston Pet Aug 29 Ord Aug 29  
 GREENSLADE, LAMBERT, Tiverton, Journeyman Wheelwright Exeter Pet Aug 30 Ord Aug 30  
 HAWKINS, JOHN, Burnham on Crouch, Essex, Oyster Merchant Chelmsford Pet July 19 Ord Aug 28  
 KELLY, JOHN JAMES, Barnsley, Iron Founder Barnsley Pet Aug 17 Ord Aug 30  
 KIRK, FRANCIS WILLIAM, Kingston upon Hull Kingston upon Hull Pet Aug 30 Ord Aug 30  
 KORSKINS, NATHAN, Poplar, Draper High Court Pet Aug 13 Ord Aug 31  
 MARTIN, SAMUEL WALTER, Bristol, Baker Bristol Pet Aug 30 Ord Aug 30  
 MEDINA, E. H. Fulham, Furniture Dealer High Court Pet July 31 Ord Aug 28  
 O'HEAD, ALFRED GEORGE, and FRANK NIDD, Regent st, Customers High Court Pet July 29 Ord Aug 23  
 PARRY, ROBERT RICHARD, Tregarth, Coal Merchant Bangor Pet Aug 30 Ord Aug 30  
 SEYMOUR, WILLIAM, Dorchester, Dorset, General Dealer Dorchester Pet Aug 29 Ord Aug 29  
 SHONFIELD, ROBERT WILLIAM, Bermondsey, Boot Manufacturer High Court Pet Aug 30 Ord Aug 28  
 SINNETT, ALFRED, Liverpool, Stock Broker Liverpool Pet Aug 30 Ord Aug 30  
 STAINES, CHARLES EDWARD, Christchurch, Southampton, Auctioneer Poole Pet Aug 30 Pet Aug 31  
 STRINGERS, JOSEPH HENRY, Stourport, Worcester, Builder Kidderminster Pet Aug 30 Ord Aug 30  
 TILNIE, WILLIAM, Southampton, Tailor Southampton Pet Aug 30 Ord Aug 30  
 TOMPKINS, WILLIAM, Birmingham, Grocer Birmingham Pet Aug 30 Ord Aug 30  
 WEAVER, HENRY EDWARD WILLIAM, Sandstead, Surrey, Civil Servant High Court Pet July 25 Ord Aug 31  
 WILLIAMS, E. H. Finabury pavement High Court Pet Aug 22 Ord Aug 30  
 WOOLFALL, JAMES, Islip, Oxford, Schoolmaster Oxford Pet Aug 31 Ord Aug 31  
 WRIGHT, WALTER SHOOTER, Reading, Sports Outfitter Reading Pet Aug 29 Ord Aug 29

## FIRST MEETINGS.

ALLEN, WILLIAM JOHN, Bristol, Postman Sept 11 at 11.45 Off Rec, 26, Baldwin st, Bristol  
 ANFAR, ROBERT, Woodhouse, nr Sheffield, Tailor Sept 11 at 12 Off Rec, Fytrees in, Sheffield  
 BENNETT, JAMES, Felling on Tyne, Fruiterer and Grocer Sept 11 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

BENNETT, HARRY, Leicester, Cycle Maker Sept 19 at 12 Off Rec, 1, Berridge st, Leicester  
 BROOKS, WILLIAM THOMAS, Truro, Coachbuilder Sept 12 at 12 Off Rec, Boswells st, Truro  
 COLLINGWOOD, HENRY WALTER OLIPHANT, Clayworth, Nottingham Sept 12 at 12 Off Rec, 31, Silver st, Lincoln  
 EASTERBROOK, WILLIAM, Sheffield, Engineer Sept 11 at 11.30 Off Rec, Fytrees in, Sheffield  
 ELDERED, HENRY THOMAS, Rickmansworth, Builder Sept 12 at 12 14, Bedford row  
 FAYERS, WALTER CHARLES, Croydon, Bookbinder Sept 12 at 12 Off Rec, King st, Newcastle  
 FRANCIS, DAVID, Swadsea, Batcher Sept 11 at 11.30 Off Rec, 31, Alexandra rd, Swadsea  
 FREESTONE, GEORGE JOHN, Saffron Walden, Essex, Cycle Dealer Sept 11 at 3 The Rose and Crown Hotel, Saffron Walden  
 KING, ROBERT, Whitehaven, Cumberland, Painter Sept 11 at 11 Court House, Whitehaven  
 LEWIS, ARNOLD HENRY, Letchworth, Pembroke, Coal Merchant Sept 11 at 12.30 Off Rec, 4, Queen st, Carmarthen  
 LUCKWELL, HAROLD THOMAS, Spaxton, Somerset, Wheelwright Sept 11 at 11.50 Off Rec, 26, Baldwin st, Bristol  
 MARTIN, SAMUEL WALTER, Bristol, Baker Sept 11 at 12 Off Rec, 26, Baldwin st, Bristol  
 MEDINA, E. H. Fulham, Furniture Dealer Sept 12 at 12 Bankruptcy bldg, Carey St  
 MOSCOP, JOSEPH HENRY, Lampugh, Cumberland, Farmer Sept 11 at 12 Court House, Whitehaven  
 O'HEAD, ALFRED GEORGE, and FRANK NIDD, Regent st, Customers Sept 11 at 12 Bankruptcy bldg, Carey St  
 PADWICK, WILLIAM GUY, Nottingham, Kent, Chemist Sept 11 at 11.30 132, York rd, Westminster Bridge  
 ROBERTS, HAROLD, Skipton, Yorks, Joiner Sept 11 at 1 Off Rec, 29, Manor row, Bradford  
 SHONFIELD, ROBERT WILLIAM, Bermondsey, Boot Manufacturer Sept 12 at 12 Bankruptcy bldg, Carey St  
 STREET, JOHN, Littlehampton, Painter Sept 12 at 11.50 Off Rec, 4, Pavilion bldg, Brighton  
 TILNIE, WILLIAM, Southampton, Tailor Sept 12 at 11 Off Rec, Midland Bank chambers, High st, Southampton  
 TURNER, THOMAS, POWYS OWEN, Eastbourne, Clerk Sept 12 at 12 Off Rec, 4, Pavilion bldg, Brighton  
 VEER, CHARLES HERBERT MONTAGUS AXIAS, North Finchley, Electrical Engineer Sept 11 at 12 14, Bedford row  
 WALL, ERNEST EDWARD, Ardwick, Manchester, Fruit Salesman Sept 11 at 2.30 Off Rec, Byrom st, Manchester  
 WEAVER, HENRY EDWARD WILLIAM, Sandstead, Surrey, Civil Servant Sept 12 at 11 Bankruptcy bldg, Carey St  
 WILLIAMS, E. H. Finabury pavement Sept 12 at 11 Bankruptcy bldg, Carey St  
 WILLIS, EDGAR THOMAS, Harpenden, Hertford, Horticultural Sundryman Sept 13 at 12 14, Bedford row  
 WILLIS, FREDERICK ARCHER, Harpenden, Hertford, Fruiterer Sept 13 at 12.30 14, Bedford row

## ADJUDICATIONS.

ALGAR, ERNEST, East Stonehouse, Devon, Glass Dealer Plymouth Pet Aug 30 Ord Aug 30  
 BLACKLEY, HERBERT, Friday St, Manufacturer's Agent High Court Pet Aug 1 Ord Aug 24  
 BRIGGS, HENRY, Gt College st, Camden Town High Court Pet July 19 Ord Aug 28  
 BROUGH, CHARLES, Spilaby, Lincs, Bootmaker Boston Pet Aug 29 Ord Aug 29  
 DESCHOUX, ADOLPHE LEON MARIE EMIL, New Coventry st High Court Pet July 29 Ord Aug 29  
 GRAY, WILLIAM, Neston, Cheshire, Timber Merchant Birkenhead Pet June 27 Ord Aug 29  
 GREENSLADE, LAMBERT, Tiverton, Journeyman Wheelwright Exeter Pet Aug 30 Ord Aug 30  
 HARRISON, JOHN WILLIAM, Hathersage, Derby, Farmer Derby Pet Aug 8 Ord Aug 29  
 HOSKINS, CHARLES HENRY, 56 Faigue's sq, Regent's Park High Court Pet March 22 Ord Aug 31  
 HOWARTH, GOULBURN JAMES, Leeds Leeds Pet July 10 Ord Aug 30  
 KIRK, FRANCIS WILLIAM, Kingston upon Hull Kingston upon Hull Pet Aug 30 Ord Aug 30  
 MARTIN, SAMUEL WALTER, Bristol, Baker Bristol Pet Aug 30 Ord Aug 30  
 PARRY, ROBERT RICHARD, Tregarth, Carmarthen, Rural Postman Bangor Pet Aug 30 Ord Aug 30  
 PETTIFOR, JOHN ANDREW, Leicester, Pianoforte Dealer Leicester Pet July 28 Ord Aug 30  
 RAYNER, WILLIAM BOTTOMLEY, Broad st House High Court Pet May 16 Ord Aug 31  
 SEYMOUR, WILLIAM, Tordington, Dorchester, General Dealer Dorchester Pet Aug 29 Ord Aug 29  
 SINNETT, ALFRED, Liverpool, Stock Broker Liverpool Pet Aug 30 Ord Aug 30  
 STAINES, CHARLES EDWARD, Christchurch, Southampton, Auctioneer Poole Pet Aug 30 Ord Aug 30  
 STREET, JOHN, Littlehampton, Painter Brighton Pet Aug 28 Ord Aug 29  
 STRINGERS, JOSEPH HENRY, Stourport, Worcester, Builder Kidderminster Pet Aug 30 Ord Aug 30  
 TAYLOR, ABRAHAM, Southport, Merchant Liverpool Pet July 31 Ord Aug 30  
 TILNIE, WILLIAM, Southampton, Tailor Southampton Pet Aug 30 Ord Aug 30  
 TOMPKINS, WILLIAM, Birmingham, Grocer Birmingham Pet Aug 30 Ord Aug 30  
 WALL, ERNEST EDWARD, Manchester, Fruit Salesman Manchester Pet Aug 27 Ord Aug 29  
 WILLIS, EDGAR THOMAS, Harpenden, Hertford, Horticultural Sundryman St Albans Pet Aug 3 Ord Aug 26  
 WILLIS, FREDERICK ARCHER, Harpenden, Hertford, Fruiterer St Albans Pet Aug 3 Ord Aug 26  
 WOOLFALL, JAMES, Islip, Oxford, Schoolmaster Oxford Pet Aug 31 Ord Aug 31  
 WRIGHT, WALTER SHOOTER, Reading, Sports Outfitter Reading Pet Aug 29 Ord Aug 29

Amended notice substituted for that published in the London Gazette of Aug 30:  
 BURNS, EMANUEL WILSON, Crook, Durham, Grocer Durham Pet July 18 Ord Aug 16



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